



Amendment No.11
 To
 Contract No. NA170000055
 For
 Security System Inspect, Install, Maintenance & Repair Service
 Between
 Entech Sales & Service, LLC
 and the
 City of Austin

- 1.0 The City hereby amend the above referenced contract to add Public Works as an authorized department on this contract. Building Services (BSD) approved Public Works to use 5K of the funding amount. This amendment is executed within the last option to be July 20, 2020 through July 19, 2021. No options remain.
- 2.0 The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/21/2016 – 12/20/2018	\$1,106,000.00	\$1,106,000.00
Amendment No. 1: PARD and location added 06/28/2018	\$0.00	\$1,106,000.00
Amendment No. 2: Vendor Name Change: New name is Tyco Fire & Security (US) Management, Inc. dba Johnson Controls Fire Protection, LP 07/10/2018	\$0.00	\$1,106,000.00
Amendment No. 3: Vendor Name Change. New name is Entech Sales & Service, LLC 06/28/2018	\$0.00	\$1,106,000.00
Amendment No. 4: Added locations. See Exhibit A 08/07/2018	\$0.00	\$1,106,000.00
Amendment No. 5: a. Administrative Increase. b. Corrected erroneous addition of Vendor Name Change in Amendment No. 2 10/04/2018	\$61,000.00	\$1,167,000.00
Amendment No. 6: Option 1 – Early Extension 10/12/2018 – 10/11/2019	\$553,000.00	\$1,720,000.00
Amendment No. 7: Option 2 – Extension 10/12/2019 – 10/11/2020	\$553,000.00	\$2,273,000.00
Amendment No. 8: a. Administrative Increase b. Add Austin Police Department locations to Exhibit A 01/24/2020	\$61,000.00	\$2,334,000.00
Amendment No. 9: Contract authorization increase approved on 4/23/20, agenda item #27	\$430,000.00	\$2,764,000.00
Amendment No. 10: Option 3- Early Extension Option	\$553,000.00	\$3,317,000.00
Amendment No. 11: Public Works added. BSD authorized the usage 5K of funding amount	\$0.00	\$3,317,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Linell Goodin-
Sign/Date: Brown

A digital signature verification stamp with a red curved line on the left side. The text inside the stamp reads: "Digitally signed by Linell Goodin-Brown" and "Date: 2020.12.17 09:57:25 -06'00'".

Linell Goodin-Brown
Procurement Supervisor
City of Austin
Purchasing Office
124 W. 8th St, Ste#310
Austin, TX 78701



Amendment No.10
 To
 Contract No. NA170000055
 For
 Security System Inspect, Install, Maintenance & Repair Service
 Between
 Entech Sales & Service, LLC
 and the
 City of Austin

- 1.0 The City hereby exercises the final extension option for the subject Contract. This extension option will be July 20, 2020 through July 19, 2021. No options remain.
- 2.0 The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/21/2016 – 12/20/2018	\$1,106,000.00	\$1,106,000.00
Amendment No. 1: PARD and location added 06/28/2018	\$0.00	\$1,106,000.00
Amendment No. 2: Vendor Name Change: New name is Tyco Fire & Security (US) Management, Inc. dba Johnson Controls Fire Protection, LP 07/10/2018	\$0.00	\$1,106,000.00
Amendment No. 3: Vendor Name Change. New name is Entech Sales & Service, LLC 06/28/2018	\$0.00	\$1,106,000.00
Amendment No. 4: Added locations. See Exhibit A 08/07/2018	\$0.00	\$1,106,000.00
Amendment No. 5: a. Administrative Increase. b. Corrected erroneous addition of Vendor Name Change in Amendment No. 2 10/04/2018	\$61,000.00	\$1,167,000.00
Amendment No. 6: Option 1 – Early Extension 10/12/2018 – 10/11/2019	\$553,000.00	\$1,720,000.00
Amendment No. 7: Option 2 – Extension 10/12/2019 – 10/11/2020	\$553,000.00	\$2,273,000.00
Amendment No. 8: a. Administrative Increase b. Add Austin Police Department locations to Exhibit A 01/24/2020	\$61,000.00	\$2,334,000.00
Amendment No. 9: Contract authorization increase approved on 4/23/20, agenda item #27	\$430,000.00	\$2,764,000.00
Amendment No. 10: Option 3- Early Extension Option	\$553,000.00	\$3,317,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:  7/21/2020

Printed Name: Mark Brazier
Authorized Representative
Entech Sales & Service, LLC
2136 Rutland Dr, Ste E
Austin, TX 78758
Phone:
Email: abasales@entechsales.com

Sign/Date: Linell Goodin-Brown Digitally signed by Linell Goodin-Brown
Date: 2020.07.23 10:36:13 -05'00'

Linell Goodin-Brown
Procurement Supervisor
City of Austin
Purchasing Office
124 W. 8th St, Ste#310
Austin, TX 78701



Amendment No. 9
 to
 Contract No. NA170000055
 for
 Security System Inspect, Install, Maintenance & Repair Services
 between
 Tyco Fire & Security (US) Management, Inc
 dba Johnson Controls Fire Protection, LP
 and the
 City of Austin, Texas

- 1.0 The City hereby exercises the final extension option for the subject Contract. This extension option will be July 20, 2020 through July 19, 2021. No options remain.
- 2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Initial Term: 12/21/2016 – 12/20/2018	\$1,106,000	\$1,106,000
Amendment No. 1: PARD and locations added 10/13/2017	\$0	\$1,106,000
Amendment No. 2: Vendor Name Change. New name is Tyco Fire & Security (US) Management, Inc. dba Johnson Controls Fire Protection, LP 06/28/2018	\$0	\$1,106,000
Amendment No. 3: Added locations. See Exhibit A 08/07/2018	\$0	\$1,106,000
Amendment No. 4: a. Administrative Increase b. Corrected erroneously numbered amendments 10/03/2018	\$61,000	\$1,167,000
Amendment No. 5: Early Extension 10/12/2018-10/11/2019	\$553,000	\$1,720,000
Amendment No. 6: Option 2 - Extension 10/12/2019-10/11/2020	\$553,000	\$2,273,000
Amendment No. 7: a. Add Watershed Protection Department and location at 9200 Sherman Road b. Administrative Increase 1/8/2020	\$61,000	\$2,334,000
Amendment No. 8: Contract authorization increase approved on 4/23/20, agenda item #27	\$430,000	\$2,764,000

Amendment No. 9: Option 3- Early Extension Option	\$553,000	\$3,317,000
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- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:



7/22/2020

Printed Name: Ewan Stewart - Area Service Manager
 Authorized Representative

Tyco Fire & Security (US) Management, Inc.
 dba Johnson Controls Fire Protection, LP
 1608 Royston Lane, Bldg 1
 Round Rock, TX 78664
 Phone:
 Email:

Signature & Date:

Linell Goodin-Brown Digitally signed by Linell Goodin-Brown
 Date: 2020.07.23 10:02:40 -05'00'

Linell Goodin-Brown, Procurement Supervisor
 City of Austin Purchasing Office
 124 W. 8th Street
 Austin, TX 78701



Amendment No. 9
 To
 Contract No. NA170000055
 For
 Security System Inspect, Install, Maintenance & Repair Service
 Between
 Entech Sales & Service, LLC
 and the
 City of Austin

- 1.0 The City hereby amends the above referenced contract to increase the contract amount by \$430,000.
- 2.0 The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/21/2016 – 12/20/2018	\$1,106,000.00	\$1,106,000.00
Amendment No. 1: PARD and location added 06/28/2018	\$0.00	\$1,106,000.00
Amendment No. 2: Vendor Name Change: New name is Tyco Fire & Security (US) Management, Inc. dba Johnson Controls Fire Protection, LP 07/10/2018	\$0.00	\$1,106,000.00
Amendment No. 3: Vendor Name Change. New name is Entech Sales & Service, LLC 06/28/2018	\$0.00	\$1,106,000.00
Amendment No. 4: Added locations. See Exhibit A 08/07/2018	\$0.00	\$1,106,000.00
Amendment No. 5: a. Administrative Increase. b. Corrected erroneous addition of Vendor Name Change in Amendment No. 2 10/04/2018	\$61,000.00	\$1,167,000.00
Amendment No. 6: Option 1 – Early Extension 10/12/2018 – 10/11/2019	\$553,000.00	\$1,720,000.00
Amendment No. 7: Option 2 – Extension 10/12/2019 – 10/11/2020	\$553,000.00	\$2,273,000.00
Amendment No. 8: a. Administrative Increase b. Add Austin Police Department locations to Exhibit A 01/24/2020	\$61,000.00	\$2,334,000.00
Amendment No. 9: Contract authorization increase approved on 4/23/20, agenda item #27	\$430,000.00	\$2,764,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-
 NA170000055 Entech A9

referenced contract.

Sign/Date:  4/29/2020

Printed Name: Mark Braziel
Authorized Representative
Entech Sales & Service, LLC
2136 Rutland Dr, Ste E
Austin, TX 78758
Phone:
Email: abasales@entechsales.com

Sign/Date: Linell Goodin-Brown Digitally signed by Linell Goodin-Brown
Date: 2020.05.19 11:16:15 -05'00'

Linell Goodin-Brown
Procurement Supervisor
City of Austin
Purchasing Office
124 W. 8th St, Ste#310
Austin, TX 78701



Amendment No. 8
 to
 Contract No. NA170000055
 for
 Security System Inspect, Install, Maintenance & Repair Services
 between
 Tyco Fire & Security (US) Management, Inc
 dba Johnson Controls Fire Protection, LP
 and the
 City of Austin, Texas

- 1.0 The City hereby amends the above referenced contract to increase the contract amount by \$430,000.
- 2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Initial Term: 12/21/2016 – 12/20/2018	\$1,106,000	\$1,106,000
Amendment No. 1: PARD and locations added 10/13/2017	\$0	\$1,106,000
Amendment No. 2: Vendor Name Change. New name is Tyco Fire & Security (US) Management, Inc. dba Johnson Controls Fire Protection, LP 06/28/2018	\$0	\$1,106,000
Amendment No. 3: Added locations. See Exhibit A 08/07/2018	\$0	\$1,106,000
Amendment No. 4: a. Administrative Increase b. Corrected erroneously numbered amendments 10/03/2018	\$61,000	\$1,167,000
Amendment No. 5: Early Extension 10/12/2018-10/11/2019	\$553,000	\$1,720,000
Amendment No. 6: Option 2 - Extension 10/12/2019-10/11/2020	\$553,000	\$2,273,000
Amendment No. 7: a. Add Watershed Protection Department and location at 9200 Sherman Road b. Administrative Increase 1/8/2020	\$61,000	\$2,334,000
Amendment No. 8: Contract authorization increase approved on 4/23/20, agenda item #27	\$430,000	\$2,764,000

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

 05/07/20

Printed Name: GORDON HALL
Authorized Representative

Tyco Fire & Security (US) Management, Inc.
dba Johnson Controls Fire Protection, LP
1608 Royston Lane, Bldg 1
Round Rock, TX 78664
Phone:
Email:

Signature & Date:

Linell Goodin-Brown Digitally signed by Linell Goodin-Brown
Date: 2020.05.19 11:10:48 -05'00'

Linell Goodin-Brown, Procurement Supervisor
City of Austin Purchasing Office
124 W. 8th Street
Austin, TX 78701



Amendment No. 8
 To
 Contract No. NA170000055
 For
 Security System Inspect, Install, Maintenance & Repair Service
 Between
 Entech Sales & Service, LLC
 and the
 City of Austin

- 1.0 The City hereby amends the above referenced contract to administratively increase the contract amount by \$61,000 and update Exhibit A to add APD locations.
- 2.0 The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/21/2016 – 12/20/2018	\$1,106,000.00	\$1,106,000.00
Amendment No. 1: PARD and location added 06/28/2018	\$0.00	\$1,106,000.00
Amendment No. 2: Vendor Name Change: New name is Tyco Fire & Security (US) Management, Inc. dba Johnson Controls Fire Protection, LP 07/10/2018	\$0.00	\$1,106,000.00
Amendment No. 3: Vendor Name Change. New name is Entech Sales & Service, LLC 06/28/2018	\$0.00	\$1,106,000.00
Amendment No. 4: Added locations. See Exhibit A 08/07/2018	\$0.00	\$1,106,000.00
Amendment No. 5: a. Administrative Increase. b. Corrected erroneous addition of Vendor Name Change in Amendment No. 2 10/04/2018	\$61,000.00	\$1,167,000.00
Amendment No. 6: Option 1 – Early Extension 10/12/2018 – 10/11/2019	\$553,000.00	\$1,720,000.00
Amendment No. 7: Option 2 – Extension 10/12/2019 – 10/11/2020	\$553,000.00	\$2,273,000.00
Amendment No. 8: a. Administrative Increase b. Add Austin Police Department locations to Exhibit A 01/24/2020	\$61,000.00	\$2,334,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: *Mark Brazziel* 1/28/2020

Printed Name: Mark Brazziel, VP

Authorized Representative
Entech Sales & Service, LLC
2136 Rutland Dr, Ste E
Austin, TX 78758
Phone:
Email: abasales@entechsales.com

Sign/Date: *Claudia Rodriguez* 01/28/2020

Claudia Rodriguez
Procurement Specialist IV
City of Austin
Purchasing Office
124 W. 8th St, Ste#310
Austin, TX 78701

ATTACHMENT A
CITY OF AUSTIN LOCATIONS
BSD SUPPORT FACILITIES SECURITY SYSTEMS, MA#NA170000055
UPDATED 01/24/2020

ITEM	LOCATION DESCRIPTION	ACCESS SYSTEM MAINTENANCE	CCTV/CAMERAS MAINTENANCE	ACCESS SYSTEM INTEGRATION - FUTURE	CCTV INTEGRATION - FUTURE	BURGLAR MONITORING
1	Rutherford Lane Campus (RLC)	X	X			
2	Animal Shelter and Betty Dunkerley Campus (6 HHSD bldgs A-G)			X	X	X
3	Police Headquarters					
4	Technicenter (aka: Fire Headquarters)	X	X			X
5	ARR Transfer Station - MRF	X	X			
6	Rebekah Baines Johnson Center (RBJ)					
7	Municipal Building	X	X			X
8	Fire Station 01/EMS 06			X		
9	Fire Station 24/EMS 28	X			X	
10	Building Services Headquarters	X	X			
11	ARR Transfer Station - MRF	X	X			
12	Fire Station 07			X		
13	Fire Station 33			X		
14	Fire Station 19/EMS 08			X		
15	Fleet Acquisition - Vehicle Support Services			X	X	X
16	CTM Wireless Communication Services Bldg			X	X	X
17	EMS Station Rescue 01/Dist Cmdr s04/South Service Center					
18	Fire Station 04			X		
19	Home Depot Site	X				X
20	Joint Public Safety Training Center	X	X			X
21	PW South District Service Yard (Bldg A)			X		
22	Fire Station 25/EMS 10			X		

ATTACHMENT A
CITY OF AUSTIN LOCATIONS
BSD SUPPORT FACILITIES SECURITY SYSTEMS, MA#NA1700000055
UPDATED 01/24/2020

ITEM	LOCATION DESCRIPTION	ACCESS SYSTEM MAINTENANCE	CCTV/CAMERAS MAINTENANCE	ACCESS SYSTEM INTEGRATION - FUTURE	CCTV INTEGRATION - FUTURE	BURGLAR MONITORING
23	Rosewood Zaragoza			X	X	
24	South Austin Neighborhood Ctr			X	X	
25	Service Center 06	X	X			X
26	Fire Wellness / Fire Safety / OMD / EMS Clinical Practice	X				
27	Fire Station 06			X		
28	Fire Station 05	X			X	
29	Fire Station 20/EMS 02			X		
30	Arthur B. Dewitty Center	X			X	
31	Toomey Road-	X				
32	Service Center 05		X	X		
33	Fire Training Facility					
34	City Hall	X	X			
35	Fire Station 34 / EMS27			X		
36	Fire Station 38 / EMS 19			X		
37	Fire Station 36 / EMS 15			X		
38	EMS Demand 01/SWAT			X		
39	Fire Station 43 / EMS 31			X		
40	Fire Station 40 / EMS 29			X		
41	Fire Station 42 / EMS 30			X		
42	Fire Station 39 / EMS 16			X		
43	Fire Station 08 / EMS 07			X		
44	Parking Meters, mail room					

ATTACHMENT A
CITY OF AUSTIN LOCATIONS
BSD SUPPORT FACILITIES SECURITY SYSTEMS, MA#NA1700000055
UPDATED 01/24/2020

ITEM	LOCATION DESCRIPTION	ACCESS SYSTEM MAINTENANCE	CCTV/CAMERAS MAINTENANCE	ACCESS SYSTEM INTEGRATION - FUTURE	CCTV INTEGRATION - FUTURE	BURGLAR MONITORING
45	Fire Station 45 / EMS 34			X		
46	Fire Station 41 / EMS 35			X		
47	Fire Station 03			X		
48	HHSD Todd Lane (Vector and Rodent Control)	X	X			
49	Fire Station 44			X		
50	Fire Station 35			X		
51	Fire Station 30/ EMS 18			X		
52	Fire Station 28			X		
53	Fire Station 31			X		
54	Fire Station 32			X		
55	Fire Station 29			X		
56	Fire Station 17			X		
57	Service Center 8			X	X	X
58	Fire Station 37			X		
59	Fire Station 02			X		
60	Fire Station 27/EMS Station 11			X	X	
61	ARR Todd Lane Service Center	X	X			
62	Fire Station 23/EMS 13			X		
63	EMS Station 14 / EMS Demand 02			X		
64	PW Street & Bridge Central District 3511 Manor					
65	Fire Station 15			X		
66	EMS Station 05 / Dist Cmdr 02			X		

ATTACHMENT A
CITY OF AUSTIN LOCATIONS
BSD SUPPORT FACILITIES SECURITY SYSTEMS, MA#NA1700000055
UPDATED 01/24/2020

ITEM	LOCATION DESCRIPTION	ACCESS SYSTEM MAINTENANCE	CCTV/CAMERAS MAINTENANCE	ACCESS SYSTEM INTEGRATION - FUTURE	CCTV INTEGRATION - FUTURE	BURGLAR MONITORING
67	Parking Enforcement/Construc. Inspection PW	X	X			X
68	Fire Station 26	X		X		
69	Fire Station 21			X		
70	Fire Station 18			X		
71	Fire Station 22/EMS 12			X		
72	EMS Station 17			X	X	
73	EMS Station 05 / Dist Cmdr 02			X		
74	EMS 33 Mueller Development			X		
75	Fire Station 16			X		
76	EMS Station 04 / Dist Cmdr 05			X		
77	Fire Station 09			X		
78	Fire Station 12			X		
79	Fire Station 11			X		
80	Radio Shop			X	X	X
81	Service Center 13 (aka Building B Service CTR/Const. Insp.)		X	X		
82	Fires Station 10			X		
83	EMS Station 36			X	X	
84	EMS Station 25			X		
85	EMS Station 21			X		
86	EMS Station 32			X		
87	EMS Station 09			X		
88	EMS Station 26			X		

ATTACHMENT A
CITY OF AUSTIN LOCATIONS
BSD SUPPORT FACILITIES SECURITY SYSTEMS, MA#NA170000055
UPDATED 01/24/2020

ITEM	LOCATION DESCRIPTION	ACCESS SYSTEM MAINTENANCE	CCTV/CAMERAS MAINTENANCE	ACCESS SYSTEM INTEGRATION - FUTURE	CCTV INTEGRATION - FUTURE	BURGLAR MONITORING
89	EMS Station 22			X		
90	Connelly-Yerwood House					X
91	Fleet Administration	X	X			
92	EMS Station 34			X		
93	EMS Station 24			X		
94	EMS Station 23			X		
95	EMS Station 20			X		
96	EMS Station Rescue 03			X		
97	EMS Station 11			X		
98	EMS DEMAND 3			X		
99	Austin Public Access (Old PACT)			X		X
100	Service Center Fuel Site - Todd Lane		X			
101	Service Center Fuel Site - Harold Court		X			
102	Service Center Fuel Site - Koenig Lane		X			
103	Lamar Senior Activity Center-added via Amd 4					
104	McBeth Recreation Center and Annex-added via Amd 4					
105	PARD Annex-added via Amd 4					
106	Zilker Hillside Theater-added via Amd 4					
107	Oakwood Cemeteries-added via Amd 4					
108	O' Henry Museum-added via Amd 4					
109	Carver Museum-added via Amd 4					
110	APD North Substation, 12425 Lamplight Village-added via Amd 8					

ATTACHMENT A
 CITY OF AUSTIN LOCATIONS
 BSD SUPPORT FACILITIES SECURITY SYSTEMS, MA#NA170000055
 UPDATED 01/24/2020

ITEM	LOCATION DESCRIPTION	ACCESS SYSTEM MAINTENANCE	CCTV/CAMERAS MAINTENANCE	ACCESS SYSTEM INTEGRATION - FUTURE	CCTV INTEGRATION - FUTURE	BURGLAR MONITORING
111	APD South Substation, 404 Ralph Ablanedo-added via Amd 8					
112	APD East Substation, 812 Springdale-added via Amd 8					
113	APD MLK Warehouse, 4708 East MLK Blvd.-added via Amd 8					



Amendment No. 7
to
Contract No. NA170000055
for
Security System Inspect, Install, Maintenance & Repair Services
between
Tyco Fire & Security (US) Management, Inc
dba Johnson Controls Fire Protection, LP
and the
City of Austin, Texas

- 1.0 The City hereby amends the above referenced contract to add an additional service location at Watershed Protection Department Sherman Building located at 9200 Sherman Road Austin, TX 78742.
- 2.0 Section 0400 is hereby updated to incorporate the below information:
- 2.0a **6.0 Invoices and Payment:** Invoices shall be emailed or mailed to the below address, or as indicated in the Bill To address on the Department Order as appropriate:
- City of Austin Watershed Department
PO BOX 1088 Austin, TX 78767 or
Email: WPDInvoices@austintexas.gov
- 2.0b **14. Contract Managers:** The following persons are designated as Contract Managers, and will act as the contact point between the City and the Contractor during the term of the Contract:
- Paul Butler (512) 974-1209 or email: paul.butler@austintexas.gov

3.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Initial Term: 12/21/2016 – 12/20/2018	\$1,106,000	\$1,106,000
Amendment No. 1: PARD and locations added 10/13/2017	\$0.00	\$1,106,000
Amendment No. 2: Vendor Name Change. New name is Tyco Fire & Security (US) Management, Inc. dba Johnson Controls Fire Protection, LP 06/28/2018	\$0.00	\$1,106,000
Amendment No. 3: Added locations. See Exhibit A 08/07/2018	\$0.00	\$1,106,000
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Amendment No. 6: Option 2 - Extension	\$553,000	\$2,273,000

10/12/2019-10/11/2020		
Amendment No. 7: a. Add Watershed Protection Department and location at 9200 Sherman Road b. Administrative Increase 1/8/2020	\$61,000	\$2,334,000

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

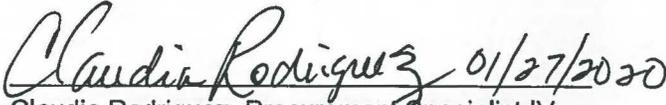
BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

 01/27/2020

Printed Name: GORDON HALL, AGM
Authorized Representative

Signature & Date:

 01/27/2020

Claudia Rodriguez, Procurement Specialist IV
City of Austin Purchasing Office

Tyco Fire & Security (US) Management, Inc.
dba Johnson Controls Fire Protection, LP
1608 Royston Lane, Bldg 1
Round Rock, TX 78664
Phone:
Email:



Amendment No. 7
 To
 Contract No. NA170000055
 For
 Security System Inspect, Install, Maintenance & Repair Service
 Between
 Entech Sales & Service, LLC
 and the
 City of Austin

- 1.0 The City hereby exercises this extension option for the subject Contract. This extension option will be October 12, 2019 through October 11, 2020. One (1) option will remain.
- 2.0 The total Contract amount is increased by \$553,000.00. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/21/2016 – 12/20/2018	\$1,106,000.00	\$1,106,000.00
Amendment No. 1: PARD and location added 06/28/2018	\$0.00	\$1,106,000.00
Amendment No. 2: Vendor Name Change: New name is Tyco Fire & Security (US) Management, Inc. dba Johnson Controls Fire Protection, LP 07/10/2018	\$0.00	\$1,106,000.00
Amendment No. 3: Vendor Name Change. New name is Entech Sales & Service, LLC 06/28/2018	\$0.00	\$1,106,000.00
Amendment No. 4: Added locations. See Exhibit A 08/07/2018	\$0.00	\$1,106,000.00
Amendment No. 5: a. Administrative Increase. b. Corrected erroneous addition of Vendor Name Change in Amendment No. 2 10/04/2018	\$61,000.00	\$1,167,000.00
Amendment No. 6: Option 1 – Early Extension 10/12/2018 – 10/11/2019	\$553,000.00	\$1,720,000.00
Amendment No. 7: Option 2 – Extension 10/12/2019 – 10/11/2020	\$553,000.00	\$2,273,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Printed Name: Mark Braziel 9/5/2019
Authorized Representative
Mark Braziel, VP

Entech Sales & Service, LLC
2136 Rutland Drive, Suite E
Austin, Texas 78758
(512) 719-5191
abasales@entechsales.com

Sign/Date:

Cyrenthia Ellis 9/13/19
Cyrenthia Ellis
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 6
To
Contract No. NA170000055
For
Security System Inspect, Install, Maintenance & Repair Service
Between
Tyco Fire & Security (US) Management, Inc.
dba Johnson Controls Fire Protection, LP
and the
City of Austin

- 1.0 The City hereby exercises this extension option, "each and combined", for the subject Contract. This extension option will be October 12, 2019 through October 11, 2020. One (1) option will remain.
- 2.0 The total Contract amount is increased by \$553,000.00. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/21/2016 – 12/20/2018	\$1,106,000.00	\$1,106,000.00
Amendment No. 1: PARD and locations added 10/13/2017	\$0.00	\$1,106,000.00
Amendment No. 2: Vendor Name Change: New name is Tyco Fire & Security (US) Management, Inc. dba Johnson Controls fire Protection, LP 06/28/2018	\$0.00	\$1,106,000.00
Amendment No. 3: Added locations. See Exhibit A 08/07/2018	\$0.00	\$1,106,000.00
Amendment No. 4: a. Administrative Increase b. Corrected erroneously numbered amendments 10/03/2018	\$61,000.00	\$1,167,000.00
Amendment No. 5: Early Extension 10/12/2018 – 10/11/2019	\$553,000.00	\$1,720,000.00
Amendment No. 6: Option 2 - Extension 10/12/2019 – 10/11/2020	\$553,000.00	\$2,273,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Joe Hixon 9/10/2019

Sign/Date:

Cyrenthia Ellis 9/17/19

Printed Name: JOE HIXON
Authorized Representative

Cyrenthia Ellis
Procurement Manager

Tyco Fire & Security (US) Management, Inc.
dba Johnson Controls Fire Protections, LP
1608 Royston Lane, Bldg 1
Round Rock, TX 78664
(512) 839-4633
heather.foster@jci.com

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 7
To
Contract No. NA170000055
For
Security System Inspect, Install, Maintenance & Repair Service
Between
Entech Sales & Service, LLC
and the
City of Austin

- 1.0 The City hereby amends the above referenced contract to add the following location, Montopolis Recreation and Community Center, 1200 Montopolis Drive, Austin TX, 78741, as an authorized service location on this contract.
- 2.0 The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/21/2016 – 12/20/2018	\$1,106,000.00	\$1,106,000.00
Amendment No. 1: PARD and location added 06/28/2018	\$0.00	\$1,106,000.00
Amendment No. 2: Vendor Name Change: New name is Tyco Fire & Security (US) Management, Inc. dba Johnson Controls Fire Protection, LP 07/10/2018	\$0.00	\$1,106,000.00
Amendment No. 3: Vendor Name Change. New name is Entech Sales & Service, LLC 06/28/2018	\$0.00	\$1,106,000.00
Amendment No. 4: Added locations. See Exhibit A 08/07/2018	\$0.00	\$1,106,000.00
Amendment No. 5: a. Administrative Increase. b. Corrected erroneous addition of Vendor Name Change in Amendment No. 2 10/04/2018	\$61,000.00	\$1,167,000.00
Amendment No. 6: Option 1 – Early Extension 10/12/2018 – 10/11/2019	\$553,000.00	\$1,720,000.00
Amendment No. 7: Added location Montopolis Recreation 04/24/2019	\$0.00	\$1,720,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Mark Brazzel 4/29/19

Sign/Date: M. Duree 4-30-19

Printed Name: Mark Brazzel, VP
Authorized Representative

Matthew Duree
Procurement Manager

Entech Sales & Service, LLC
2136 Rutland Drive, Suite E
Austin, Texas 78758
(512) 719-5191
abasales@entechsales.com

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 5
To
Contract No. NA170000055
For
Security System Inspect, Install, Maintenance & Repair Service
Between
Tyco Fire & Security (US) Management, Inc.
dba Johnson Controls Fire Protection, LP
and the
City of Austin

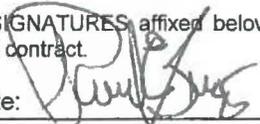
- 1.0 The City hereby exercises this early extension option for the subject Contract. This early extension option will be October 12, 2018 through October 11, 2019. Three options will remain.
- 2.0 The total Contract amount is increased by \$553,000.00. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/21/2016 – 12/20/2018	\$1,106,000.00	\$1,106,000.00
Amendment No. 1: PARD and locations added 10/13/2017	\$0.00	\$1,106,000.00
Amendment No. 2: Vendor Name Change: New name is Tyco Fire & Security (US) Management, Inc. dba Johnson Controls fire Protection, LP 06/28/2018	\$0.00	\$1,106,000.00
Amendment No. 3: Added locations. See Exhibit A 08/07/2018	\$0.00	\$1,106,000.00
Amendment No. 4: a. Administrative Increase b. Corrected erroneously numbered amendments 10/03/2018	\$61,000.00	\$1,167,000.00
Amendment No. 5: Early Extension - Option 1 10/12/2018 – 10/11/2019	\$553,000.00	\$1,720,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

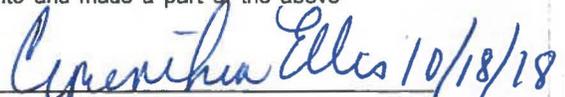
BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

 10/11/18

Printed Name: REUEL E. SARZ
Authorized Representative

Sign/Date:

 10/18/18

Cyrenthia Ellis
Procurement Manager

Tyco Fire & Security (US) Management, Inc.
dba Johnson Controls Fire Protections, LP
1608 Royston Lane, Bldg 1
Round Rock, TX 78664
(512) 839-4633
heather.foster@jci.com

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 6
 To
 Contract No. NA170000055
 For
 Security System Inspect, Install, Maintenance & Repair Service
 Between
 Entech Sales & Service, LLC
 and the
 City of Austin

- 1.0 The City hereby exercises this early extension option for the subject Contract. This early extension option will be October 12, 2018 through October 11, 2019. Three options will remain.
- 2.0 The total Contract amount is increased by \$553,000.00. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/21/2016 – 12/20/2018	\$1,106,000.00	\$1,106,000.00
Amendment No. 1: PARD and location added 06/28/2018	\$0.00	\$1,106,000.00
Amendment No. 2: Vendor Name Change: New name is Tyco Fire & Security (US) Management, Inc. dba Johnson Controls Fire Protection, LP 07/10/2018	\$0.00	\$1,106,000.00
Amendment No. 3: Vendor Name Change. New name is Entech Sales & Service, LLC 06/28/2018	\$0.00	\$1,106,000.00
Amendment No. 4: Added locations. See Exhibit A 08/07/2018	\$0.00	\$1,106,000.00
Amendment No. 5: a. Administrative Increase. b. Corrected erroneous addition of Vendor Name Change in Amendment No. 2 10/04/2018	\$61,000.00	\$1,167,000.00
Amendment No. 6: Option 1 – Early Extension - Option 1 10/12/2018 – 10/11/2019	\$553,000.00	\$1,720,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

[Handwritten Signature]
10/14/18

Sign/Date:

[Handwritten Signature]
10/19/18

Printed Name: Mark Brewer
Authorized Representative

Entech Sales & Service, LLC
2136 Rutland Drive, Suite E
Austin, Texas 78758
(512) 719-5191
abasales@entechsales.com

Cyrenthia Ellis
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 5
To
Contract No. NA170000055
For
Security System Inspect, Install, Maintenance & Repair Service
Between
Entech Sales & Service, LLC
and the
City of Austin

- 1.0 The City hereby amends the above-referenced Contract to increase available funding administratively, "each and combined", in an amount not to exceed \$61,000.00 effective October 3, 2018.
- 2.0 The City hereby corrects an error in Amendment No. 2. Vendor Name Change for Tyco Fire & Security was erroneously added and should have been noted on separate amendment. Disregard Amendment No. 2
- 3.0 The total Contract amount is increased by \$61,000.00. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/21/2016 – 12/20/2018	\$1,106,000.00	\$1,106,000.00
Amendment No. 1: PARD and location added 06/28/2018	\$0.00	\$1,106,000.00
Amendment No. 2: Vendor Name Change: New name is Tyco Fire & Security (US) Management, Inc. dba Johnson Controls Fire Protection, LP 07/10/2018	\$0.00	\$1,106,000.00
Amendment No. 3: Vendor Name Change. New name is Entech Sales & Service, LLC 06/28/2018	\$0.00	\$1,106,000.00
Amendment No. 4: Added locations. See Exhibit A 08/07/2018	\$0.00	\$1,106,000.00
Amendment No. 5: a. Administrative Increase. b. Corrected erroneous addition of Vendor Name Change in Amendment No. 2 10/04/2018	\$61,000.00	\$1,167,000.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: 7/1/18

Sign/Date: Cynthia Ellis 10/7/18

Printed Name: Mark Braedel
Authorized Representative

Entech Sales & Service, LLC
2136 Rutland Drive, Suite E
Austin, Texas 78758
(512) 719-5191
abasales@entechsales.com

Cyrenthia Ellis
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 4
To
Contract No. NA170000055
For
Security System Inspect, Install, Maintenance & Repair Service
Between
Tyco Fire & Security (US) Management, Inc.
dba Johnson Controls Fire Protection, LP
and the
City of Austin

- 1.0 The City hereby amends the above-referenced Contract to increase available funding administratively, "each and combined", in an amount not to exceed \$61,000.00 effective October 3, 2018.
- 2.0 The City hereby corrects erroneous numbering of amendment. "PARD and locations added" and "Vendor Name Change" were both created as Amendment No. 1. Action date of the former preceded the Vendor Name Change, therefore the Vendor Name Change will be listed as Amendment No. 2 in Table 3.0.
- 3.0 The total Contract amount is increased by \$61,000.00. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/21/2016 – 12/20/2018	\$1,106,000.00	\$1,106,000.00
Amendment No. 1: PARD and locations added 10/13/2017	\$0.00	\$1,106,000.00
Amendment No. 2: Vendor Name Change: New name is Tyco Fire & Security (US) Management, Inc. dba Johnson Controls fire Protection, LP 06/28/2018	\$0.00	\$1,106,000.00
Amendment No. 3: Added locations. See Exhibit A 08/07/2018	\$0.00	\$1,106,000.00
Amendment No. 4: a. Administrative Increase b. Corrected erroneously numbered amendments 10/03/2018	\$61,000.00	\$1,167,000.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: [Signature] 10/4/18
Printed Name: REUEL E. SAZD
Authorized Representative

Sign/Date: [Signature] 10/7/18
Cyrenthia Ellis
Procurement Manager

Tyco Fire & Security (US) Management, Inc.
dba Johnson Controls Fire Protections, LP
1608 Royston Lane, Bldg 1
Round Rock, TX 78664
(512) 839-4633
heather.foster@jci.com

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 4
of
Contract No. NA170000055
for
Security System Inspect, Install, Maintenance & Repair Svc 
between
Entech Sales & Service LLC
and the
City of Austin

- 1.0 The City hereby adds the locations listed in Exhibit A to this contract.
2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/21/2016 – 12/20/2018	\$1,106,000.00	\$1,106,000.00
Amendment No. 1: PARD department and locations added to contract.	\$0.00	\$1,106,000.00
Amendment No. 2: Vendor Name Change: Tyco Fire & Security (US) Management, Inc. Alias: Johnson Controls Fire Protection LP	\$0.00	\$1,106,000.00
Amendment No. 3: Vendor Name Change: Entech Sales & Service LLC	\$0.00	\$1,106,000.00
Amendment No. 4: Adding Locations: Exhibit A	\$0.00	\$1,106,000.00

- 3.0 MBE/WBE goals were not established for this contract.
4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

ENTECH SALES & SERVICE LLC

CITY OF AUSTIN

Signature: 

Signature:  08-07-18

Printed Name:


Marty James
Procurement Specialist III
City of Austin
Purchasing Office

Authorized Representative
2136 Rutland Dr Ste E
AUSTIN, TX 78758

EXHIBIT A

City of Austin Additional Locations

- 1. Lamar Senior Activity Center**
2748 Shoal Creek Avenue – Jerilyn Rainosek – 512-978-2484
- 2. McBeth Recreation Center and Annex**
2401 Columbus Dr. – Sara Carlson - 512-974-9011
- 3. PARD Annex**
919 West 8 ½ Street - Jonessa Munoz – 512-974-9552
- 4. Zilker Hillside Theater**
2206 William Barton Dr. – Laura Esparza – 512-974-4001
- 5. Oakwood Cemeteries**
1601 Navasota St. – Tonja Walls-Davis – 512-978-2324
- 6. O' Henry Museum**
409 E 5th St. – Melissa Parr – 512-974-3832
- 7. Carver Museum**
1165 Angelina St. – Bamidele Demerson – 512-974-3650



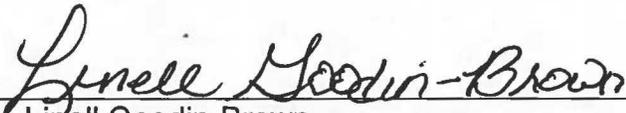
Amendment No. 3
to
Contract No. NA170000055
for
SECURITY SYSTEM INSPECT, INSTALL, MAINTENANCE & REPAIR SVC
Between
ENTECH SALES & SERVICE INC
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	To
Vendor Name	ENTECH SALES & SERVICE INC	ENTECH SALES & SERVICE LLC
Vendor Code	ENT7054645	ENT7054645
FEIN	██████████	██████████

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 3 is hereby incorporated into and made a part of the Contract.



Linell Goodin-Brown
Contract Management Supervisor II
City of Austin, Purchasing Office

7-10-18

Date



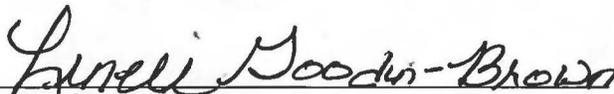
Amendment No. **2**
to
Contract No: NA170000055 
for
SECURITY SYSTEM INSPECT, INSTALL, MAINTENANCE & REPAIR SVC
Between
SIMPLEX GRINNELL L P
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	To
Vendor Name	SIMPLEX GRINNELL L P ALIAS: SIMPLEXGRINNELL	TYCO FIRE & SECURITY (US) MANAGEMENT, INC. ALIAS: JOHNSON CONTROLS FIRE PROTECTION LP
Vendor Code	SIM8304509	V00000909510
FEIN		

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. **2** is hereby incorporated into and made a part of the Contract.



Linell Goodin-Brown
Contract Management Supervisor II
City of Austin, Purchasing Office

6-28-18

Date



Amendment No. 1
to
Contract No. NA170000055
for
Security System Inspection, Installation, Maintenance, Monitoring, and Repair Services
between
Entech Sales and Service, Inc.
and the
City of Austin, Texas

- 1.0 The City hereby amends the above referenced contract to add the Parks and Recreation Department (PARD) as an authorized department on this contract.
- 2.0 The City hereby amends the above referenced contract to add PARD locations for security and monitoring services by adding the attached Attachment A.
- 3.0 Add to Section 6. INVOICES and PAYMENT, Paragraph A. to the 0400 - Supplemental Purchase Provisions with the following:

Invoices shall be emailed or mailed to the below address:

	City of Austin
Department	Parks and Recreation Department
Attn:	Accounts Payable
Address	200 South Lamar Blvd.
City, State Zip Code	Austin, TX 78704
Email	PARDAccountsPayable@austintexas.gov

- 4.0 Add to Section 14. CONTRACT MANAGER to the 0400 - Supplemental Purchase Provisions with the following:

Virgil Belk

Parks and Recreation Department

Email: Virgil.Belk@austintexas.gov

Phone: (512) 974-9532

- 5.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 12/21/2016 – 12/20/2018	\$1,106,000.00	\$1,106,000.00
Amendment No. 1: Add PARD 10/05/17	\$0.00	\$1,106,000.00

- 6.0 MBE/WBE goals were not established for this contract.

7.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

8.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:



Printed Name: Mark Beavie, VP
Authorized Representative

Entech Sales & Service, LLC
2136 Rutland Dr. Ste#E
Austin, TX 78758

Signature & Date:

 10/13/17

Claudia Rodriguez
Procurement Specialist IV
City of Austin Purchasing Office

 10-13-17
Matthew Duree, Procurement Supervisor

EXHIBIT E
BID SHEET

Attachment A

Version 1.2 10/11/17

LOCATIONS			
ITEM	PROPERTY DESCRIPTION AND ADDRESS	PRIMARY CONTACT	PHONE NUMBER
PARKS AND RECREATION DEPARTMENT (PARD)			
103	Cemeteries -2800 Hancock Drive Austin, TX 78731	Patricia Jacobson	(512) 978-2323
104	Givens Recreation Center 3811 East 12th Street Austin, TX. 78721	George Freeman	(512) 974-2496
105	Zilker Clubhouse-200 Clubhouse Drive, Austin, TX. 78704	LeAnn Ishcomer or Jonathan Butz	(512) 978-2602 or (512) 974-9462



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

December 21, 2016

Entech Sales and Service, Inc.
Mark Braziel
2136 Rutland Drive, Suite E
Austin, TX 78758

Dear Mr. Braziel:

The Austin City Council approved the execution of a contract with your company Entech Sales and Service, Inc. and Simplex Grinnell LP for Security System Inspection, Installation, Maintenance, Monitoring, and Repair Services in accordance with the referenced solicitation.

Responsible Department:	Building Services Department
Department Contact Person:	David Lothery
Department Contact Email Address:	David.Lothery@austintexas.gov
Department Contact Telephone:	(512) 974-1332
Project Name:	Security System Services
Contractor Name:	Entech Sales and Service, Inc.
Contract Number:	NA170000055
Contract Period:	12/21/2016 – 12/20/2018
Dollar Amount	\$1,106,000.00 each and combined
Extension Options:	Four 12-month options
Requisition Number:	RQM 7500 - 16051900468
Solicitation Number:	JRD0034
Agenda Item Number:	42
Council Approval Date:	12/15/2016

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Jonathan Dalchau
Senior Buyer Specialist
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("CITY")
AND
ENTECH SALES AND SERVICE, INC. ("CONTRACTOR")
FOR
SECURITY SYSTEM INSPECTION, INSTALLATION, MAINTENANCE, MONITORING, AND REPAIR
SERVICES
MA 7500 NA170000055**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Entech Sales and Service, Inc. having offices at 2136 Rutland Drive, Suite E, Austin, TX 78758 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB JRD0034.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Document
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), JRD0034 Security System Inspection, Installation, Maintenance, Monitoring, and Repair Services including all documents incorporated by reference
- 1.1.3 Entech Sales and Service, Inc. Offer, dated 10/11/2016, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Document
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of twenty-four (24) months and may be extended thereafter for up to four (4) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$1,106,000.00 each and combined for the initial Contract term and \$553,000.00 each and combined for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

1.6 Clarifications and Additional Agreements. The following are incorporated into the Contract.

- 1.6.1 All Contractors' are awarded all bid lines on Section 4 - Non-Specified Items.

- 1.6.2 Entech Sales and Services, Inc. will provide services to City Hall Equipment based on the lines bid in Section 1 and also Monitoring Services based on the line bid in Section 3 of the 0600 Bid Sheet for JRD0034 Security System Inspection, Installation, Maintenance, Monitoring, and Repair Services.
- 1.6.3 Simplex Grinnell LP will provide services to the Other City Buildings' Equipment based on the lines bid in Section 2 of the 0600 Bid Sheet for JRD0034 Security System Inspection, Installation, Maintenance, Monitoring, and Repair Services.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

ENTECH SALES AND SERVICE, INC.

CITY OF AUSTIN

Mark Brazier
Printed Name of Authorized Person

Jonathan Dalchau
Printed Name of Authorized Person

[Signature]
Signature

[Signature]
Signature

Vice President
Title:

Senior Buyer Specialist
Title:

12/13/2016
Date:

12/21/2016
Date:

Danielle Lord
Printed Name of Authorized Person

[Signature]
Signature

Purchasing Manager Corporate
Title:

12/21/16
Date:



Entech Sales & Service, Inc. Proposal Package

CITY OF AUSTIN SOLICITATION #: 7500 JRD0034
Security System Inspections, Installation, Maintenance, Monitoring, and Repair

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Entech Sales & Service - An Employee Owned Company

Building Automation, Security, Access, Fire & CCTV Systems, HVAC Mechanical Services
Rebuilt Equipment Sales, HVAC & Power Equipment Rentals



Austin Division
2136 Rutland Dr. Ste E
Austin, TX 78758-5219
PH ☎ 512-719-5191
FAX 512-719-5192

October 11, 2016

To Whom It May Concern:

We would personally like to thank you for the opportunity to offer building solutions for your facility. Entech is here to assist you and will be available to address any questions or concerns. We genuinely appreciate the opportunity to continue our relationship, and look forward to providing you with unmeasurable service. Included you will find the requested proposal documents. If there is any additional information that I can provide please do not hesitate to contact me. I can be reached at 512-719-5191, or by email, jessica.bennett@entechsales.com.

Best Regards,

A handwritten signature in blue ink that reads "Bennett". The signature is stylized and cursive.

Jessica Bennett
Account Executive

Entech Sales & Service - An Employee Owned Company

Building Automation, Security, Access, Fire & CCTV Systems, HVAC Mechanical Services
Rebuilt Equipment Sales, HVAC & Power Equipment Rentals



**ADDENDUM
INVITATION FOR BID
SECURITY SYSTEM INSPECTION, INSTALLATION, MAINTENANCE, MONITORING, AND REPAIR
SERVICES
CITY OF AUSTIN, TEXAS**

IFB: JRD0034

Addendum No: 1

Date of Addendum: September 29, 2016

This addendum is to incorporate the following changes to the above-referenced solicitation.

1.0 Questions and Answers.

(Q1) Is there a system you have selected to do all that future access control integration work?

(A1) The City does not have a specific system selected, but currently intends to integrate future access control needs with existing systems such as C-Cure (800/9000) and Lenel ONGUARD brand products on future projects.

(Q2) Does this contract include alarm monitoring for those stations indicated in the annex sheet?

(A2) The Contract will include some alarm monitoring services to sites on as needed. Section 0500 – Scope of Work, Paragraph 4.2.4 has been added

2.0 Delete the original Section 0500 – Scope of Work and replace with Section 0500 – Scope of Work – Updated 09292016.

3.0 Delete the original Section 0600 – Bid Sheet and replace with Section 0600 – Bid Sheet – Updated 09292016.

4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

Jonathan Dalchau, Senior Buyer Specialist
Purchasing Office

9/29/2016
Date

ACKNOWLEDGED BY:

Entech Sales + Service, Inc.
Vendor Name

Authorized Signature

10/1/16
Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your bid.
Failure to do so may constitute grounds for rejection of your bid.



**ADDENDUM
INVITATION FOR BID
SECURITY SYSTEM INSPECTION, INSTALLATION, MAINTENANCE, MONITORING, AND REPAIR
SERVICES
CITY OF AUSTIN, TEXAS**

IFB: JRD0034

Addendum No: 2

Date of Addendum: October 4, 2016

This addendum is to incorporate the following changes to the above-referenced solicitation.

1.0 Questions and Answers.

(Q1) Who is the current provider of the monitoring services at the City buildings supported by Building Services?

(A1) It is a mixture, some are Simplex Grinnell and some are Master Burglar Alarm Company. Not all City buildings have been transitioned to using a monitoring service.

(Q2) Will this contract include fire alarm monitoring?

(A2) No, the City has an establish contract (NA140000036) in place for fire alarm monitoring services.

(Q3) What does compliance mean in the Deliverables/Milestones section of the scope of work?

(A3) The compliance percentage is the target percentage the City is expecting the Contractor to provide the requested materials and in the timeframe requested. It is used as a performance measurement tool.

(Q4) On the Bid sheet, are the preventative maintenance services for each location, or all of the buildings?

(A4) The requested flat fee rate should be the rate the Contractor will charge to perform preventative maintenance at a single facility.

(Q5) Is the monitoring service by location?

(A5) The City is seeking the monthly rate the Contractor will charge the City to monitor burglar alarms at a single facility.

(Q6) Are all of the monitoring systems accessible?

(A6) The City will work with the current Contractor to ensure the coding is open so that a new vendor has access to the monitoring systems currently in place.

(Q7) Is there a preference on cellular backup or is there just one primary form of communication?

(A7) It depends on the new Contractor's requirements for monitoring services. If appropriate, the City will adapt to the requirements as necessary.

(Q8) Does City Hall use Facility Commander and other buildings use Software House systems?

(A8) City Hall currently has Facility Commander but is in the process of transitioning to Lenel OnGuard system. C-Cure 800 and 9000 software is currently used in the other City buildings. The City is open to using the best equipment and software that will integrate into our systems.



(Q9) Are these standalone systems?

(A9) Some are standalone, and some are on the City's network. CCTV systems are currently not on a network.

(Q10) I am not sure if I need to subcontract right now, can I decide to subcontract after the contract award?

(A10) Yes, if you decide you want to subcontract after the contract is award, you can contact the Small and Minority Business Resources department (SMBR) at (512) 974-7600 and follow the Good Faith Efforts at that time.

(Q11) Will the contract be award based on lowest total bid, even if someone different bids a section lower?

(A11) As indicated on the top of Section 0600 – Bid Sheet, the City may award by the different sections listed on the bid sheet, however, the City reserves the right to award by line item, or any combination that deemed advantageous and logical.

(Q12) Is the Interested Parties Disclosure form 1295 required with the bid submittal or after contract award?

(A12) The 1295 Form should not need to be submitted with your bid package, it will be requested at the time of contract award.

(Q13) Can you provide a bid tab from the previous contract?

(A13) Attached are the bid tabs from the previous City Hall contract NA110000029 and NA130000041 that covered the other City buildings.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:


Jonathan Dalchau, Senior Buyer Specialist
Purchasing Office

10/4/2016
Date

ACKNOWLEDGED BY:

Entech Sales & Service, Inc.
Vendor Name


Authorized Signature

10/11/16
Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your bid.
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**ADDENDUM
INVITATION FOR BID
SECURITY SYSTEM INSPECTION, INSTALLATION, MAINTENANCE, MONITORING, AND REPAIR
SERVICES
CITY OF AUSTIN, TEXAS**

IFB: JRD0034

Addendum No: 3

Date of Addendum: October 6, 2016

This addendum is to incorporate the following changes to the above-referenced solicitation.

1.0 Questions and Answers.

(Q1) Will there be a bid or payment/performance bond required?

(A1) There are no payment or performance bonds requested with this solicitation.

(Q2) In Attachment A, what will we be required to perform under "Access System Integration-Future" and "CCTV Integration-Future?"

(A2) These are anticipated installations based on future budgets and needs. When a future integration need is identified, the City will request a bid proposal based on the Labor rates and percentage Discount Off Price List as indicated on the Section 0600 – Bid Sheet.

(Q3) The current monitoring rates were not included in the bid tab from 2012 in Addendum 2. I assume this was awarded to Master Burglar Alarm? Will those be made available?

(A3) These services were sourced at the department level due to the low dollar value. Current rates charged for burglar monitoring services range from \$540 per year for the services provided by Master Burglar, and \$265 per year for a service provided by Simplex Grinnell.

(Q4) Will the transition to Lenel OnGuard at City Hall from Facility Commander be under the scope of this contract?

(A4) It is expected that the transition project will be completed prior to this contract starting.

(Q5) Attachment A or the Scope of Work do not list the number of readers at each facility. This information is very important. Will this be made available?

(A5) The City prefers not to make a detailed list public. However, there are approximately 45 readers at City Hall, with all other locations averaging around 9 readers per facility.

(Q6) Will a bid extension be granted if necessary, to gather this and other RFI responses?

(A6) The City does not anticipate extending the solicitation at this time.

2.0 Delete the original Section 00830 - PREVAILING WAGE RATES AND PAYROLL REPORTING Rev. Date 05/03/16 with Section 00830 - PREVAILING WAGE RATES AND PAYROLL REPORTING Rev. Date 10/03/16.



3.0 Delete the original Section 00830BC - PREVAILING WAGE RATE DETERMINATION Rev. Date 09/06/16 with Section 00830BC - PREVAILING WAGE RATE DETERMINATION Rev. Date 10/03/16.

4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:


Jonathan Dalchau, Senior Buyer Specialist
Purchasing Office

10/6/2016
Date

ACKNOWLEDGED BY:

Entech Sales & Service, Inc. Bennett
Vendor Name Authorized Signature

10/11/16
Date

***RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your bid.
Failure to do so may constitute grounds for rejection of your bid.***



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
OFFER SHEET

SOLICITATION NO: 7500 JRD0034

DATE ISSUED: September 26, 2016

REQUISITION NO.: 7500 16051900468

COMMODITY CODE: 93673, 68002

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Primary Contact:
 Jonathan Dalchau
Senior Buyer Specialist
Phone: (512) 974-2938
E-Mail: jonathan.dalchau@austintexas.gov

Second Chair:
 Georgia Billela
Senior Buyer
Phone: (512) 974-2939
E-Mail: georgia.billela@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Security System Inspection, Installation, Maintenance, **Monitoring**, and Repair Services

PRE-BID CONFERENCE TIME AND DATE: 11:00 AM, Friday, September 30, 2016

LOCATION: City Hall, Room 1027, 301 W. 2nd Street, Austin, TX 78701

BID DUE PRIOR TO: 2:00 PM (CST), Thursday, October 13, 2016

BID OPENING TIME AND DATE: 2:15 PM, Thursday, October 13, 2016

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # JRD0034	Purchasing Office-Response Enclosed for Solicitation # JRD0034
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within **180** calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE
 (Electronic copy should be a single scanned file of the original proposal per flash drive)

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	**
0200	STANDARD SOLICITATION INSTRUCTIONS	**
0300	STANDARD PURCHASE TERMS AND CONDITIONS	**
0400	SUPPLEMENTAL PURCHASE PROVISIONS	4
0500	SCOPE OF WORK	*
0600	BID SHEET – Must be completed and returned with Offer	6 4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION CERTIFICATION	**
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	**
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	**
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete and return	2
00830	PREVAILING WAGE RATES AND PAYROLL REPORTING	5
00830BC	PREVAILING WAGE RATE DETERMINATION	4
Attachment A	BSD SUPPORT FACILITIES SECURITY SYSTEMS	6

*** Documents are hereby incorporated into this Solicitation as additional documents with the same force and effect as if they were incorporated in full text.**

**** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the ** Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. **WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. **INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
 - B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
 - C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
 - D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
 - E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
 - F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
 - G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.
14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the contract.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when:
 - a. requested by a director or an authorized City employee; or
 - b. the contract is completed or terminated.
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. **SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

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- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

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29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY**:

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
- (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. **INSURANCE**: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

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- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

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33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

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38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been

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substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. JURISDICTION AND VENUE: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. INVALIDITY: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. HOLIDAYS: The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January

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President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

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https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)

A. Definitions. As used in this paragraph –

- i. "Component" means an article, material, or supply incorporated directly into an end product.
- ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 1:00 PM, one (1) week prior to the proposal due date. Submissions may be made via email to jonathan.dalchau@austintexas.gov, or via fax at (512) 974-2388.

2. **ALTERNATE AWARDS:**

It is the City's preference to award a single contract for the security system inspection, maintenance, repair, and installation services; however, the City reserves the right to make multiple contract awards based on any method deemed most advantageous to the City. Offers that specify an "all or none" award may be considered if a single award is advantageous.

3. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award.
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

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- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

4. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 24-months and may be extended thereafter for up to three (3) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12-months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

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6. INVOICES and PAYMENT: (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be emailed or mailed to the below address, or as indicated in the Bill To address on the Department Order as appropriate:

	City of Austin
Department	Building Services Department
Attn:	Accounts Payable
Address	PO Box 1088
City, State Zip Code	Austin, TX 78767
Email	BSDAPInvoices@austintexas.gov

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. HAZARDOUS MATERIALS:

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

8. PUBLISHED PRICE LISTS:

- A. Offerors may quote using published price lists in the following ways:
- i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
 - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with

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two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least thirty (30) calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.

- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

9. **PREVAILING WAGE:** Contractor shall comply with the requirements of Section 00830 Prevailing Wage Rates and Payroll Reporting including the wage rates listed in Section 00830BC Wage Rates for Building Construction or Section 00830HH Wage Rates for Heavy and Highway Construction.

10. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

11. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Access to the City buildings by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the City buildings at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the City buildings and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license

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number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.

- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

12. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12-months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.

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iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%
Database Name: Producer Price Index Industry Data
Series ID: PCU523---523---
Industry: Security, commodity contracts and like activity
Product: Security, commodity contracts and like activity
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All

E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

13. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

14. **CONTRACT MANAGERS:** The following persons are designated as Contract Managers, and will act as the contact point between the City and the Contractor during the term of the Contract:

Department: Building Services Department

Contact: David Lothery

Phone: (512) 974-1332

Email: David.Lothery@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN
SCOPE OF WORK
SECURITY SYSTEM INSPECTION, INSTALLATION, MAINTENANCE, **MONITORING**, AND REPAIR SERVICES
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1. PURPOSE

The City of Austin (City), seeks bids in response to this solicitation to establish a contract with qualified Vendors (Contractor) experienced in the inspection, installation, maintenance, **monitoring**, and repair of security equipment access control and monitoring systems. The Contractor shall provide all labor, material, and necessary equipment for the proper execution of each inspection and maintenance service detailed in this specification. The security equipment for this contract is located at Austin City Hall and other City facilities.

This contract will support the Building Services Department. The City reserves the right to add or delete departments, locations, and security equipment as deemed necessary. Security equipment added to the contract shall coincide with the expiration of their warranty period, and shall be mutually agreed to between the Contractor and the City. The Contractor may be required to work on security equipment still under warranty in an emergency situation.

Any services that have been omitted from this scope of work which are clearly necessary or in conformance with normal security equipment inspection, maintenance, and repair services shall be considered a requirement although not directly specified or called for in the scope of work.

2. GENERAL REQUIREMENTS

2.1 The Contractor shall provide maintenance and repair services, at a minimum, for the following or similar systems at City Hall:

2.1.1 General Electric Security Facility Commander access control system with two (2) workstations.

2.1.2 Pelco Closed Circuit Television (CCTV) system consisting of two (2) Redundant Array of Independent Disks (RAID) digital video recorder (DVR) systems and 52 cameras.

2.1.3 Pelco monitoring system consisting of three (3) workstations.

2.1.4 Alarm pad.

2.2 The Contractor shall provide maintenance and repair services, at a minimum, for the following systems located in various City owned buildings (see Attachment A):

2.2.1 C-Cure Security Access Control System Server (800/800 and 9000, Software House) with workstations and remote access sites

2.2.2 American Dynamics (Interlex LT) CCTV Digital Video Recorder (DVR) systems

2.2.3 Avigilon CCTV System

2.2.4 Pelco CCTV System

2.2.5 Honeywell NVR CCTV System

2.2.6 Card readers

2.2.7 Cameras.

3. CONTRACTOR REQUIREMENTS

3.1 Contractor Qualifications

3.1.1 The Contractor shall have a minimum of five (5) years continuous experience in providing inspection, installation, maintenance, **monitoring**, and repair services for security equipment

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access control and monitoring systems and any appropriate licenses as required to perform these services. The Contractor shall provide all necessary documentation to demonstrate their experience working on General Electric, Pelco, C-Cure, American Dynamics, Avigilon, and Honeywell systems within two (2) business days upon request by the City. If requested, the City will ask for copies before the completion of the award process.

- 3.1.2 The Contractor's inspection, installation, maintenance, **monitoring**, and repair services shall conform to the latest applicable National Electric Code, National Fire Protection Association Standards (NFPA), the Uniform Fire Code, and any other Federal, State and local, and City governing ordinances, regulations, and codes.
- 3.1.3 The Contractor shall have and operate a full-time, permanent business address located within 30 miles of the Austin City Hall in downtown Austin, Texas with the ability to be reached by email and telephone.
- 3.1.4 The Contractor shall provide and maintain a telephone dispatch system that is operational 24 hours per day, seven (7) days per week, and 365 days per year (excluding holidays). *Telephone answering machines do not meet the requirements of this paragraph.*
- 3.1.5 The Contractor's personnel shall meet all applicable certification and/or licensing requirements applicable to the City's security systems, e.g. C-Cure.
- 3.1.6 The Contractor shall have access to all necessary equipment and tools to safely inspect, service, and repair the security systems.
- 3.1.7 The Contractor shall provide a preventative maintenance schedule within one (1) month of the contract award or as requested, that is mutually agreed to between the Contractor and the City for all units to be maintained under this contract. The provided maintenance schedule shall be coordinated and agreed upon with the Contract Manager or designee. The Contractor shall inform the Contract Manager or designee of any changes in scheduling.

3.2 Single Point of Contact (SPOC)

- 3.2.1 The Contractor shall provide a SPOC, who is skilled, knowledgeable, and experienced in providing security equipment inspection, maintenance, and repair. The SPOC shall have the authority to dispatch Contractor personnel; and shall have full decision-making authority for all services provided under this Contract.
- 3.2.2 The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Contractor shall provide the office number, email address, and cell phone number for the SPOC. During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor may provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.

4. CONTRACTOR RESPONSIBILITIES

4.1 General Requirements

- 4.1.1 The Contractor shall understand and agree that the scheduling of events at City facilities takes precedence over any scheduled maintenance and repair services agreed to by the City and the Contractor. The Contractor shall not hold the City liable, financially or otherwise, if the City needs to reschedule services with the Contractor due to a new event scheduled at a City facility. The City will make every reasonable effort to immediately notify the Contractor of changes in the City's schedule of events which may have an impact on scheduled services.

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- 4.1.2 Emergency repairs at City Hall shall take priority over all other scheduled preventive maintenance and non-emergency repairs.
- 4.1.3 The Contractor shall notify the Contract Manager or designee of work in progress which may cause lapses in alarms or security services.
- 4.1.4 The Contractor shall provide all equipment, materials, labor, tools, incidentals, expendable items, personnel protective equipment, and transportation necessary for proper execution and completion of the inspection, maintenance, and repair services. The materials and services provided by the Contractor shall comply with all current Federal, State and local laws, City ordinances, rules and regulations.
- 4.1.5 The Contractor shall maintain and repair all security systems so that they operate to the original manufacturer's performance specifications.
- 4.1.6 The Contractor shall be responsible for the immediate clean-up of the work area and the removal of debris. Cleaning of the work area shall be subject to the Contract Manager or designee inspection and approval.
- 4.1.7 The Contractor shall be responsible for theft, misuse, or damage done to property or equipment as a direct result of the Contractor's actions. Should the Contractor and/or his employees cause any damage to City and adjacent property, the Contractor shall immediately inform the Contract Manager or designee. The Contractor shall make repairs or replacement to the satisfaction of the Contract Manager or designee at no cost to the City. The City may, however, at its sole discretion, elect to make repairs or replacements of damaged property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.
- 4.1.8 For repairs, the Contractor shall provide a detailed service report, including additional repairs needed, to the Contract Manager or designee for signature indicating type of service performed during the visit. A copy of the signed service report shall be submitted with the repair invoices as backup.
- 4.1.9 For inspections, the Contractor shall email a record of finding/service report for each inspection performed within one (1) week of the inspection, or at a time mutually agreed to between the Contractor and the Contract Manager or designee. The report shall include any corrective action taken at the time of the inspection, needed repairs, and/or recommendations for replacement of major components with a written estimate including labor and materials. A copy of this inspection report shall be submitted with the inspections invoices.
- 4.1.10 The Contractor shall contact the Contract Manager or designee for any critical issues at the time of discovery by phone, pager, email, or any means necessary to discuss corrective action. The replacement of major components shall not be executed without written authorization from the Contract Manager or designee.
- 4.1.11 The Contractor shall be responsible for securing the proper City of Austin Building Inspection permits, which may be necessary for performance of this contract. The City will be responsible for the alarm permits (See Paragraph 6.4).
- 4.1.12 The Contractor shall provide temporary equipment replacement for any equipment not immediately repairable on-site.
- 4.1.13 The Contractor shall post proper warning signs and/or barriers when and wherever necessary.
- 4.1.14 The Contractor shall dispose of all worn/defective parts, oils, solvents, in accordance with all applicable laws, rules and regulations as to ensure compliance with environmental and public health ordinances and regulations, at no additional cost to the City. The Contractor shall

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SOLI CITATION NO.: IFB JRD0034**

provide the manifest ticket for hazardous materials or other proof of proper disposal upon request by the Contract Manager or designee.

- 4.1.15 The Contractor shall not store worn or defective parts on City premises at the end of the work day unless otherwise specified by the Contract Manager or designee.

4.2 **Service Requirements**

- 4.2.1 Routine and Preventative Maintenance Schedule Services: The Contractor shall work with the City to establish a routine and preventative maintenance schedule for the access control systems, workstations, CCTV systems, and associated components. The maintenance program performed by the Contractor shall include, but may not be limited to the following:

- 4.2.1.1 Annual Preventative Maintenance and Inspections (Completed within two (2) days of request, or as mutually agreed to between the Contractor and Contract Manager):

4.2.1.1.1 Test and clean system sensors and components.

4.2.1.1.2 Adjust system sensors and components as necessary.

- 4.2.1.2 Semi-Annual Preventive Maintenance and Inspections (Completed at least twice per year):

4.2.1.2.1 Inspect, test, clean, and adjust uninterruptible power system (UPS). Replace batteries as necessary.

4.2.1.2.2 Inspect and clean all Data Gathering Panels (DGPs).

4.2.1.2.3 Inspect, test, and clean power supplies. Replace batteries as necessary.

4.2.1.2.4 Inspect, clean, and vacuum all consoles and equipment racks.

4.2.1.2.5 Test and adjust all CCTV pan, tilt, zoom, and preset functions.

4.2.1.2.6 Inspect clean, and adjust CCTV matrix switcher and Digital Video Recorders (DVRs).

4.2.1.2.7 Inspect and clean the Systems Management Server (SMS) file server, printers, and system workstations.

4.2.1.2.8 Perform hardware, firmware, software, and disk drive maintenance as required to ensure optimum performance.

4.2.1.2.9 Run SMS system diagnostics and perform file maintenance to insure optimal performance.

4.2.1.2.10 Clean all camera housing view panels.

4.2.1.2.11 Visually observe all cameras, monitor displays, and adjust as needed for optimal performance.

- 4.2.1.3 The Contractor shall conduct a preliminary security system assessment at the request of the City Contract Manager or designee within one (1) week upon request, at no cost to the City. The City anticipates developing a comprehensive assessment of the security systems covered by this contract within one (1) week of contract award.

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- 4.2.2 Loaner Equipment: The Contractor shall provide loaner equipment for any equipment not field (on-site) repairable.
- 4.2.2.1 The loaner equipment shall be in working order and meet the functional and technical equivalent of the item replaced. The Contractor and Contract Manager or designee shall mutually agree on the loaner equipment before putting into service.
- 4.2.2.2 The loaner equipment shall be on-site within two (2) hours or at a time mutually agreed to between the Contractor and the Contract Manager or designee.
- 4.2.2.3 The loaner equipment shall be fully compatible and function seamlessly with City equipment and associated components.
- 4.2.2.4 The loaner equipment for system components (example: badge printers, workstations, etc.) not available locally and must be shipped from the manufacturer or distributor, shall be on-site and operational within two (2) days of the component failure, or at a time mutually agreed to between the Contractor and the Contract Manager or designee.
- 4.2.2.4.1 The Contractor shall furnish a list of equipment that requires shipment from the manufacturer or distributor, with estimated order/delivery lead times within 30 days after award of contract, or as requested.
- 4.2.3 Repair Services: The Contractor shall provide repair or replacement parts on systems not covered under warranty.
- 4.2.3.1 The Contractor shall perform the work in accordance with the following schedule:
- 4.2.3.1.1 **Schedule A – Emergency Repair and Replacement Services**
- 4.2.3.1.1.1 The Contractor shall be able to respond to emergency service requests twenty-four (24) hours per day, seven (7) days per week (including holidays). Emergency services are defined as a repair situation for major system components including, but not limited to, the SMS file server, system workstations, DGPs, video matrix switcher, DVR(s), and the UPS. The need for immediate repair will be determined and approved by the Contract Manager or designee.
- 4.2.3.1.1.2 Emergency services shall take priority over all other scheduled preventive maintenance and non-emergency repairs. The Contractor shall notify the City representative of the non-emergency requesting department before the scheduled time and reschedule the appointment at a time that is mutually agreed to between the Contractor and the City, if the Contractor's technicians will be unable to make the non-emergency repair scheduled time.
- 4.2.3.1.1.3 The Contractor shall acknowledge receipt of an emergency request within thirty (30) minutes or less by phone to the Contract Manager or designee. The Contractor's technician shall sign in with the Security Control Center within two (2) hours unless otherwise approved or agreed-upon by the Contract Manager or designee. The response time shall begin at the time the call is made and end at the time the appropriate Contractor's employee signs in at the work site.

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4.2.3.1.1.4 The Contractor shall provide a written estimate for the total cost of work including the estimated time of completion and submit to the Contract Manager or designee within one (1) day unless otherwise approved or agreed-upon by the Contract Manager or designee.

4.2.3.1.2 **Schedule B – Non-Emergency Repair and Replacement Services**

4.2.3.1.2.1 The Contractor shall perform non-emergency repair services on an as-needed basis within regular business hours, which is defined as Monday through Friday from 7:00 a.m. to 6:00 p.m., excluding City holidays. Non-emergency repairs are defined as minor repairs that are needed to all other components, hardware, equipment, and devices used to keep the security systems functioning.

4.2.3.1.2.2 The Contractor shall be on site for non-emergency repair requests within four (4) business hours of phone or email notification, unless otherwise approved or agreed-upon by the Contract Manager or designee.

4.2.3.1.2.3 The Contractor shall provide a written estimate for the total cost of work including the estimated time of completion and submit to the Contract Manager or designee within three (3) business days unless otherwise approved or agreed-upon by the Contract Manager or designee.

4.2.3.2 The Contractor shall repair all system failures within two (2) business days unless otherwise approved or agreed-upon by the Contract Manager or designee. In the event that the Contractor needs an on-site manufacturer's service technician, labor provided by the manufacturer's service technician shall be billed to the City at a zero percent (0%) markup or at the rate the Contractor charges the City, whichever is lesser.

4.2.3.3 The Contractor shall provide for on-line software maintenance, training and support including all software and hardware. The modem access to the system shall be password protected and controlled by the City.

4.2.4 **Monitoring Services:** The Contractor shall be able to provide security system burglar alarm monitoring services for the 13 existing City buildings, and other City buildings as requested.

4.2.4.1 The Contractor shall monitor the designated security monitoring systems and their components twenty-four (24) hours per day, seven (7) days per week (including holidays).

4.2.4.2 The Contractor shall report all alarms received from City sites to the appropriate designee for the alarm location. Upon contract award, a transition of services with a list of numbers will be provided to the Contractor that are to be called until a live person is reached for each facility.

4.2.4.3 The Contractor shall provide a nightly test of the phone system that monitors the alarms shall be required.

4.2.4.4 The Contractor shall provide an event report that includes the recording of all events including alarm reports, open and close reports, test reports and trouble reports within one (1) week of the request. A copy of the event report shall be submitted with the monitoring services monthly invoices.

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4.3 New Installation and Replacement Parts

- 4.3.1 As City requirements and technologies change, the Contractor may be requested to furnish proposals to the City for upgrades, replacements parts, repairs, and revisions to these and other camera, monitoring, CCTV, and security access systems.
- 4.3.2 The Contractor shall maintain an adequate inventory of replacement parts to ensure minimal down time during the maintenance and repair of the security systems. The City estimates that an adequate parts inventory will cover four (4) weeks of repairs. The Contractor and the City will mutually agree on what an adequate parts inventory is based on the systems in use at City locations.
- 4.3.3 The Contractor shall use parts and equipment that meet the manufacturers' specifications and standards for the type of systems and components being repaired.
- 4.3.4 The Contractor shall invoice all parts used for door maintenance or repair at the percentage discount off the manufacturers' suggested retail price list, as indicated on Section 0600 – Bid Sheet.

4.4 Labor and Personnel

- 4.4.1 The Contractor shall be responsible for ensuring the safety of their employees, City employees, and the general public during performance of all services under this contract. The Contractor shall ensure that all crews are fully and properly equipped to perform services promptly and safely.
- 4.4.2 The Contractor shall follow all OSHA safety requirements: <http://www.osha.gov/>. Proof of compliance with applicable standards, regulations and laws shall be supplied to the City within one (1) week of request, or at a time mutually agreed to between the Contractor and the Contract Manager or designee.
- 4.4.3 All Contractor personnel assigned to provide services under the contract shall wear a uniform, necessary safety equipment, and company issued identification. Uniforms shall be alike and shall have the Contractor's and employee's names clearly displayed on the front of the shirt and seasonal outerwear.
- 4.4.4 The Contractor shall ensure that all personnel are continuously trained to meet the latest technology and industry standards. The Contractor shall submit proof of personnel training and experience within five (5) business days upon request by the City.

5. CONTRACTOR FINANCIAL LIABILITIES

- 5.1 The Contractor shall be financially responsible for the expenses incurred by the City deemed necessary to secure a City facility while the electronic security system is down due to the following conditions:
 - 5.1.1 The Contractor fails to initiate emergency service repairs as indicated in Paragraph 4.2.3.1.1 of this Scope of Work. The City will use security guards to cover the issue until next business day when an outside vendor will be called in to fix the issue. The City will send the invoice for the outside vendor to the Contractor as a bill-back.
 - 5.1.2 The Contractor fails to complete emergency repairs and repairs necessary as a result of poor workmanship and/or quality of service and equipment. Poor workmanship will be assessed, documented, and corrected by a Subject Matter Expert.

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6. CITY RESPONSIBILITIES

- 6.1 The City will provide light, water, and electricity as necessary to enable the contractor to provide the services described in this document. The Contractor shall use these facilities only to perform the contractual duties.
- 6.2 The City will provide an on-site contact, with escorted access.
- 6.3 The City will provide the Contractor with name(s) of personnel authorized to order services.
- 6.4 The City will be responsible for any alarm permit applications, renewals, or fees for these systems.
- 6.5 The City will be responsible for obtaining all clearances relating to asbestos related activity.

7. DELIVERABLES/MILESTONES

#	Deliverables / Milestones	Description	Timeline (due/ completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Scope of Work Reference/ Section
1	SPOC	Contractor shall provide a SPOC for the contract	Within one week of the Contract Award	100% compliance	3.2.1
2	Service Report	Contractor shall provide a detailed report indicating service repairs	Within one day of the scheduled date	95% compliance	4.1.8
3	Inspection Report	Contractor shall provide a detailed report indicating inspection findings	Within three days of the repair	95% compliance	4.1.9
4	Maintenance Service Schedule	Contractor shall provide a maintenance services schedule	Within one week of request	100% compliance	4.2.1.3
5	Annual Preventive Inspections	Contractor shall provide Inspections Annual	Within two days of the scheduled requested service date	95% compliance	4.2.1.1
6	Semi-Annual Preventive Maintenance	Contractor shall provide and Inspections Semi -annually	Within two days of the scheduled date	95% compliance	4.2.1.2
7	Monitoring Event Report	Contractor shall provide an event report indicating inspection findings	Monthly with Invoice	95% compliance	4.2.4.4

SECTION 0600 - BID SHEET - UPDATED 10042016
CITY OF AUSTIN
SECURITY SYSTEM INSPECTION, INSTALLATION, MAINTENANCE, MONITORING, AND REPAIR SERVICES

SOLICITATION NO.: IFB 7500 JRD0034

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the quote.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the proposer does not wish to bid on that item.

The quantities listed are annual estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as needed and specified by the City for each order. The City may award the contract by section, line items, or any combination deemed most advantageous to the City. It is not necessary for an Offeror to bid on all sections, Offerors may choose to bid on one or more categories or line items.

SECTION 1 - CITY HALL EQUIPMENT (see Section 0500 - Paragraph 2.1)

SECTION 1.A - LABOR

The estimate shall not include a separate charge for administrative, overhead, per diem, and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the hourly rates and shall not be paid separately.

ITEM NO.	LABOR	ESTIMATED ANNUAL HOURS	HOURLY RATE	EXTENDED PRICE
1.1	Labor rate for services during normal business hours, defined as Monday through Friday 7:00 am - 6:00 pm	250	\$70.00	\$17,500.00
1.2	Labor rate for services after hours, defined as Monday through Friday 6:01 pm - 6:59 am, Saturday and Sunday and City holidays	125	\$105.00	\$13,125.00

SECTION 1.B - ROUTINE AND PREVENTIVE MAINTENANCE

Proposer must be able to establish and provide routine and preventive maintenance to the security systems and components located at City Hall. The prices for these routine and preventive maintenance shall include all labor, transportation, and material costs (lubrication, cleaning, towels, etc.). If additional repair services are needed, those repairs shall be invoiced separately using Section 1.A and Section 1.C pricing.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE (EACH)	EXTENDED PRICE
1.3	Flat fee for Annual Preventative Maintenance and Inspection Services (see Section 0500 - Paragraph 4.2.1.1)	1	\$2,736.00	\$2,736.00
1.4	Flat fee for Semi-Annual Preventative Maintenance and Inspection Services (see Section 0500 - Paragraph 4.2.1.2)	2	\$1,474.00	\$2,948.00

SECTION 0600 - BID SHEET - UPDATED 10042016
CITY OF AUSTIN
SECURITY SYSTEM INSPECTION, INSTALLATION, MAINTENANCE, MONITORING, AND REPAIR SERVICES

SOLICITATION NO.: IFB 7500 JRD0034

SECTION 1.C - PARTS AND MATERIALS

Proposer shall be able to provide new and replacement parts and associated components to complete installation and repairs at City Hall. The prices for these items shall be based on manufacture price lists minus a discount off list price as indicated below.

The percentage discounts shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL AMOUNT	DISCOUNT OFF PRICE LIST (PERCENTAGE)	EXTENDED PRICE
1.5	Discount off Price List for all Security Systems and Associated Components	\$60,000.00	30.00%*	\$42,000.00
<i>*Please Note Manufactures Discounts Vary. Please see the attached Price list. Highest Negotiated Discount will be Given.</i>			TOTAL EXTENDED PRICE FOR SECTIONS 1	\$78,309.00

SECTION 2 - OTHER CITY BUILDING EQUIPMENT (see Section 0500 - Paragraph 2.2)

SECTION 2.A - LABOR

The estimate shall not include a separate charge for administrative, overhead, per diem, and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the hourly rates and shall not be paid separately.

ITEM NO.	LABOR	ESTIMATED ANNUAL HOURS	HOURLY RATE	EXTENDED PRICE
2.1	Labor rate for services during normal business hours, defined as Monday through Friday 7:00 am - 6:00 pm	1,000	\$70.00	\$70,000.00
2.2	Labor rate for services after hours, defined as Monday through Friday 6:01 pm - 6:59 am, Saturday and Sunday and City holidays	500	\$105.00	\$52,500.00

SECTION 2.B - ROUTINE AND PREVENTIVE MAINTENANCE

Proposer must be able to establish and provide routine and preventive maintenance to the security systems and components for building located throughout the City. The prices for these routine and preventive maintenance shall include all labor, transportation, and material costs (lubrication, cleaning, towels, etc.). If additional repair services are needed, those repairs shall be invoiced separately using Section 2.A and Section 2.C pricing.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE (EACH)	EXTENDED PRICE
2.3	Flat fee for Annual Preventative Maintenance and Inspection Services (see Section 0500 - Paragraph 4.2.1.1)	140	\$2,358.00	\$330,120.00
2.4	Flat fee for Semi-Annual Preventative Maintenance and Inspection Services (see Section 0500 - Paragraph 4.2.1.2)	280	\$1,474.00	\$412,720.00

SECTION 0600 - BID SHEET - UPDATED 10042016					
CITY OF AUSTIN					
SECURITY SYSTEM INSPECTION, INSTALLATION, MAINTENANCE, MONITORING, AND REPAIR SERVICES					
SOLICITATION NO.: IFB 7500 JRD0034					
SECTION 2.C - PARTS AND MATERIALS					
Proposer shall be able to provide new and replacement parts and associated components to complete installation and repairs to buildings throughout the City. The prices for these items shall be based on manufacture price lists minus a discount off list price as indicated below.					
The percentage discounts shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase.					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL AMOUNT	DISCOUNT OFF PRICE LIST (PERCENTAGE)	EXTENDED PRICE	
2.5	Discount off Price List for all Security Systems and Associated Components	\$300,000.00	30.00%*	\$210,000.00	
*Please Note Manufactures Discounts Vary. Please see the attached Price list. Highest Negotiated Discount will be Given.				TOTAL EXTENDED PRICE FOR SECTIONS 2	\$1,075,340.00
SECTION 3 - MONITORING SERVICES (see Section 0500 - Paragraph 4.2.4)					
SECTION 3 - MONITORING SERVICES					
Proposer shall be able to provide security system alarm monitoring services for both existing and future equipment installed in the City building. Bid Prices shall be the invoiced price and include all administrative, overhead, and associated costs.					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL AMOUNT	MONTHLY RATE PER LOCATION	EXTENDED PRICE	
3.1	Monthly Alarm Monitoring Services Fee (13 Locations x 12 months = Estimated Annual Amount)	156	\$20.00	\$3,120.00	
TOTAL EXTENDED PRICE FOR SECTIONS 3				\$3,120.00	
TOTAL EXTENDED PRICE FOR SECTIONS 1 TO 3				\$1,156,769.00	

SECTION 0600 - BID SHEET - UPDATED 10042016

CITY OF AUSTIN

SECURITY SYSTEM INSPECTION, INSTALLATION, MAINTENANCE, MONITORING, AND REPAIR SERVICES

SOLICITATION NO.: IFB 7500 JRD0034

SECTION 4 - NON-SPECIFIED ITEMS (For Informational Purposes Only)

Proposer shall be able to provide other items and services that are not listed above. The prices for these Non-Specified Items shall be based on the Price List(s) and percentage discount(s) or markup(s) as indicated below.

The percentage discount(s) or markup(s) shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. Revisions to the prices may only be adjusted using the Pricing Requirements -- Non-Specified Items provision in Section 0400.

Proposer shall provide the manufacturer(s) name and number of the identified price list(s), the latest effective date of the identified price list(s), and either the percentage discount(s) or markup(s) to the identified price list(s).

ITEM NO.	NAME AND NUMBER OF PRICE LIST	LATEST EFFECTIVE DATE OF PRICE LIST	DISCOUNT FROM OR MARKUP TO PRICE LIST
4.1	Name: Schneider Electric/Continuum	January 2016	63% Discount
4.2	Name: Interlogix	January 2016	45% Discount
4.3	Name: Salient	January 2016	30% Discount
4.4	Name: Lenel	January 2016	15% Discount
4.5	Name: HID	January 2016	30% Discount
4.6	Name: Software House	January 2016	25% Discount

SECTION 0600 - BID SHEET - UPDATED 10042016

CITY OF AUSTIN

SECURITY SYSTEM INSPECTION, INSTALLATION, MAINTENANCE, MONITORING, AND REPAIR SERVICES

SOLICITATION NO.: IFB 7500 JRD0034

SECTION 4 - NON-SPECIFIED ITEMS (For Informational Purposes Only)

Proposer shall be able to provide other items and services that are not listed above. The prices for these Non-Specified Items shall be based on the Price List(s) and percentage discount(s) or markup(s) as indicated below.

The percentage discount(s) or markup(s) shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. Revisions to the prices may only be adjusted using the Pricing Requirements -- Non-Specified Items provision in Section 0400.

Proposer shall provide the manufacturer(s) name and number of the identified price list(s), the latest effective date of the identified price list(s), and either the percentage discount(s) or markup(s) to the identified price list(s).

ITEM NO.	NAME AND NUMBER OF PRICE LIST	LATEST EFFECTIVE DATE OF PRICE LIST	DISCOUNT FROM OR MARKUP TO PRICE LIST
4.1	Name: Panasonic	Jan-16	25% Discount
4.2	Name: Altronics	January 2016	24% Discount
4.3	Name: Pelco	January 2016	30% Discount
4.4	Name: Aiphone	January 2016	35% Discount
4.5	Name: Gamewell	January 2016	20% Discount
4.6	Name: Best Wire	January 2016	15% Discount



Entech Sales & Service, Inc. Proposal Package

*CITY OF AUSTIN SOLICITATION #: 7500 JRD0034
Security System Inspections, Installation, Maintenance, Monitoring, and Repair*

Entech Discounted Price List January 2016

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Entech Sales & Service - An Employee Owned Company

Building Automation, Security, Access, Fire & CCTV Systems, HVAC Mechanical Services
Rebuilt Equipment Sales, HVAC & Power Equipment Rentals



Entech Sales & Service, Inc. Proposal Package

CITY OF AUSTIN SOLICITATION #: 7500 JRD0034
Security System Inspections, Installation, Maintenance, Monitoring, and Repair

Entech Discounted Price List **January 2016**

Summary

<u>MANUFACTURER</u>	<u>% DISCOUNT OFF OF MSRP</u>
• Aiphone	35%
• Altronics	24%
• HID	30%
• Interlogix	45%
• Lenel	15%
• Panasonic	25%
• Pelco	30%
• Schneider Continuum	63%
• Software House	25%



Entech Sales & Service - An Employee Owned Company

Building Automation, Security, Access, Fire & CCTV Systems, HVAC Mechanical Services
Rebuilt Equipment Sales, HVAC & Power Equipment Rentals

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Entech Sales and Service, Inc.	
Physical Address	2136 Rutland Drive, Suite E, Austin, Texas 78758	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input checked="" type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Responding Company Name Entech Sales and Service; Inc.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name City of Round Rock
Name and Title of Contact Chad McDowell; General Services Director
Project Name Various City Buildings
Present Address 221 East Main Street
City, State, Zip Code Round Rock, TX, 78664
Telephone Number (512) 218.5400 Fax Number () n/a
Email Address cmcdowell@roundrock.gov

2. Company's Name Texas A&M Health Science Center
Name and Title of Contact Matthew Spees
Project Name Various Campuses
Present Address Clinical Building 1- 8441 SH 47, Suite 4400
City, State, Zip Code Bryan, TX 77807
Telephone Number (979) 436.9302 Fax Number () n/a
Email Address spees@tamhsc.edu

3. Company's Name Central Health
Name and Title of Contact Oscar Castellanos; Facilities Coordinator
Project Name Various Clinic Locations
Present Address 1111 East Cesar Chavez St.
City, State, Zip Code Austin, TX 78702
Telephone Number (512) 978.8126 Fax Number (512) 978.8156
Email Address oscar.castellanos@centralhealth.net

City of Austin, Texas
Section 0800
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B)
- (1) Not to engage in any discriminatory employment practice defined in this chapter.
 - (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
 - (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
 - (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
 - (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
 - (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
 - (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion,

recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

CITY OF AUSTIN, TEXAS
SECTION 0810
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION

The term “**Offeror**”, as used in this document, includes the individual or business entity submitting the Offer. For the purpose of this Affidavit, an Offeror includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and any person or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror. and
 - c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.
7. As required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

8. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Section 0835: Non-Resident Bidder Provisions

Company Name Entech Sales and Service, Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N/A Which State: N/A

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N/A

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER:	JRD0034
PROJECT NAME:	SECURITY SYSTEM INSPECTION, INSTALLATION, MAINTENANCE, MONITORING, AND REPAIR SERVICES

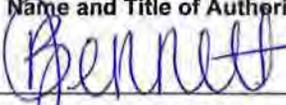
The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope
Yes If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.	
Entech Sales and Service, Inc.	
Company Name	
Jessica Bennett, Account Executive	
Name and Title of Authorized Representative (Print or Type)	
	10/11/2016
Signature	Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
 (Please duplicate as needed)

SOLICITATION NUMBER:	JRD0034
PROJECT NAME:	SECURITY SYSTEM INSPECTION, INSTALLATION, MAINTENANCE, MONITORING, AND REPAIR SERVICES

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Entech Sales and Service, Inc.		
Address	2136 Rutland Drive, Suite E		
City, State Zip	Austin, Texas 78758		
Phone Number	512-719-5191	Fax Number	512-719-5192
Name of Contact Person	Jessica Bennett		
Is Company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Jessica Bennett, Account Executive

Name and Title of Authorized Representative (Print or Type)

Jessica Bennett

Signature

10/11/2016

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

Sub-Contractor / Sub-Consultant	N/A		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant	N/A		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

Bidding Requirements, Contract Forms and Conditions of the Contract
WAGE RATES AND PAYROLL REPORTING
Section 00830

I. Payment

A. Classification Definitions, Building and Heavy and Highway

Definitions for Building Construction and Heavy and Highway classifications shall conform to the current "Dictionary of Occupational Titles" as published by the U.S. Department of Labor.

B. Minimum Wages

Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) or the \$13.50 minimum wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the \$13.50 minimum wage required.

Such wage rates shall be used throughout the Contract. If a classification is to be used, which is not listed in the attached wage rates, CONTRACTOR shall submit to OWNER rates and classification proposed for use, for approval, prior to performance of the Work.

All laborers and mechanics working upon the Work for this Project shall be paid unconditionally and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by Secretary of Labor under the Copeland Act, Title 29 CFR, Part 3) full wages accrued and when due, computed at rates not less than wage rates bound herein pertaining to type of Work being performed. When Work is of such a nature that both Building and Heavy and Highway wage scales are incorporated into contract, CONTRACTOR shall pay wage rates to mechanics or laborers performing Work in more than one classification at the rate indicated for each classification for time actually worked as determined by area practice applicable to type (Site Construction Crafts or Building Construction Crafts) of Work being performed without regards to skill. Salaried specialists (project superintendent and administrative personnel only) in the permanent employment of CONTRACTOR do not fall under any Wage Classification. A supervisor/foreman who is not exempt under 29CFR Part 541 and who spends more than a substantial amount of time (20 percent) in a given workweek as a laborer or mechanic must be paid the applicable Wage Rate for the classification of work performed for all hours engaged in such work as a laborer or mechanic.

Wage rates shall be posted by CONTRACTOR at site(s) of Work in prominent, easily accessible places where they can be seen by all workers. The following shall also be posted by the CONTRACTOR: City of Austin wage contact posters (English and Spanish), City of Austin Equal Employment Opportunity posters (English and Spanish), Workers' Compensation Notice (English and Spanish), Texas Payday Law (English and Spanish), City Rest Break Ordinance (English

and Spanish), City of Austin Non-Discrimination Statement (related to Title VI of the Civil Rights Act), and Federal Notices, as appropriate.

C. **Overtime Requirements**

No CONTRACTOR, Subcontractor, or Sub-subcontractor contracting for any part of contract Work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such Work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times their basic rate of pay for all hours in excess of forty hours in such workweek.

Overtime wages must be calculated using the Adjusted Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher.

II. **Apprentices**

Locally & Federally Funded Projects

The terms journeyman and apprentice apply to both union and independent workers, and are not intended to imply that these positions are union workers only.

Apprentices and Trainees will be permitted to work as such only when they are registered, individually, under a bonafide Apprenticeship or Trainee program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of Apprentices or Trainees to journeymen in any craft classification shall not be greater than the ratio permitted to CONTRACTOR as stated in the registered apprenticeship program standards. Any employee listed on a payroll at an Apprentice or Trainee wage rate, who is not registered as above, shall be paid the wage rate provided in Contract for Work employee actually performed. CONTRACTOR, Subcontractor, or Sub-subcontractor shall furnish to OWNER written evidence of registration of his program for Apprentices and Trainees as well as of the appropriate ratios and wage rates, for the area of construction **prior** to using any Apprentices or Trainees on this Contract.

III. **Withholding of Payments**

OWNER may withhold or cause to be withheld from CONTRACTOR as much of the accrued payments as necessary to pay laborers and mechanics employed by CONTRACTOR, Subcontractors, or Sub-subcontractors the amount of wages required to comply with the Contract. In the event of nonpayment of wages to laborers or mechanics working on the site of the Work of this Contract, OWNER may, after Written Notice to CONTRACTOR, take such action as may be necessary to cause suspension of any further payments or advance of funds to CONTRACTOR until such violations have ceased and until restitution has been made. Payments may also be withheld if CONTRACTOR fails to maintain weekly payroll reports or fails to provide copies in a timely manner upon request of Owner.

IV. **Payrolls**

A. CONTRACTOR shall keep records showing:

1. the name, address and occupation of each worker employed by the CONTRACTOR or subcontractor(s) in the construction of the public work.
 2. the actual per diem wages paid to each worker.
 3. Employee Certification. CONTRACTOR, all levels of Subcontractors shall identify in writing, the classification agreed to by all laborers and mechanics employed by them in the execution of the Contract, and pay not less than rates specified in the attached Wage Rate Determination(s). Contractor shall prepare a completed form for the signature of Employee and a witness shall sign the form in the presence of Employee. If work performed by worker is different than the trade classification agreed upon, the worker shall be paid for that work no less than the minimum prevailing wage for that specified trade.
 4. Payroll Deduction Authorization Form. CONTRACTOR, Subcontractor, and Subsubcontractor shall prepare for employee signature a payroll deduction authorization form to identify all payroll deductions excluding those required by statute, such as federal income taxes, medicare and social security.
- B. The record shall be open at all reasonable hours to inspection by the officers and agents of the Owner as requested. CONTRACTOR will be responsible to provide copies of records as requested by the Owner within two (2) working days. Payrolls relating to this Work shall be maintained during term of Contract and preserved for a period of three (3) years thereafter by CONTRACTOR for all laborers and mechanics working on the Work.
- C. A Statement of Compliance, a letter signed and dated by party responsible for supervising the payment of persons employed by CONTRACTOR or subcontractor shall accompany payrolls required by Owner. The Statement of Compliance letter shall identify but is not limited to:
1. name of signatory party and title,
 2. name of project, payroll period and
 3. name of CONTRACTOR or Subcontractor.
- The signed letter attests that the payroll complies with 29CFR issued by the Secretary of Labor.
- D. Federal Funding
- In the event that federal funding is used:
1. Contractor and all levels of Subcontractors shall submit weekly certified payroll reports and signed wage compliance statements to the Owner's designated office no later than seven (7) calendar days after the scheduled payday.

2. Contractors and all levels of Subcontractors shall pay all "mechanics and laborers" not less often than once per week, for work performed the previous week.
3. Submit to the Owner's designated office Standard Form 1413, Statement and Acknowledgement, from each subcontractor prior to the subcontractor performing work on the project.

V. Noncompliance

According to Chapter 2258 Texas Government Code Title 10A, a CONTRACTOR or subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

Confirmed Disciplinary action taken by CONTRACTOR against employees who provide information during an interview or investigation by the Owner on wages received, may result in suspension or debarment from consideration of award of City contracts.

VI. Area Practice

- A. Heavy and Highway Construction Rates shall be used on this Project, unless the Project consists primarily of Building Construction and Building Construction Rates are to be used.
 1. Building Construction consists generally of all aspects of construction of buildings, which are sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies, including without limitation the installation of utilities and equipment, both above and below grade level, as well as incidental demolition, grading, utilities, paving and other site work. Buildings need not be "habitable" to be classified as Building Construction and the installation of heavy machinery and/or equipment will not generally change a Building Construction project's classification.
 2. The determination of Building Construction Wage Rates includes all construction trades and work necessary to complete a building, regardless of the number of contracts involved, so long as all such contracts are closely related in purpose, time and place.
- B. For projects that involve both Building Construction and Heavy and Highway trades, the following classifications shall be used:
 1. A multiple classification shall be used if Building Construction items are more than 20% of the Heavy and Highway project cost.
 2. A multiple classification shall be used if Heavy and Highway Construction items are more than 20% of the Building Construction Project cost.
- C. Split classifications/multiple wage rate schedules: When construction work requires that an employee perform work under multiple classifications or multiple wage scales, the employer must pay that worker (at least) the

highest prevailing wage or the employer payroll records must accurately set forth the times spent performing the work of each classification and under each scale. For those projects that involve both Building Construction and Heavy and Highway trades, the Heavy and Highway wage rates may only be applied to workers when engaged in site work at least five (5) feet beyond the building.

VII. Texas Open Records Act

Unless covered by an exception to mandatory disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code, any and all documents submitted to the City of Austin become Public Records and are, therefore, subject to public disclosure.

Wage Rates For This Project Are Attached

End

Bidding Requirements, Contract Forms Conditions of the Contract
WAGE RATES AND PAYROLL REPORTING
 Section 00830BC

WAGE RATE DETERMINATION

BUILDING CONSTRUCTION TYPE

COUNTY NAME : TRAVIS

Wages based on DOL Prevailing Wage Rate General Decision:TX160323 8/26/2016 TX323 and City of Austin Ordinance #20160324-015

DOL Rate column is for information only. The Total Minimum Wage Rate is derived from the Adjusted Wage Rate Required pursuant to City Ordinance plus the DOL Fringes and can be met using any combination of cash and non-cash qualified fringe benefits, provided the cash component is at least \$13.50/hour.

CLASSIFICATION	DOL RATE for info only	ADJUSTED WAGE RATE REQUIRED pursuant to City Ordinance	DOL FRINGES	TOTAL MINIMUM WAGE RATE REQUIRED
Asbestos Worker/Heat & Frost Insulator (Duct, Pipe, and Mechanical System Insulation)	\$ 21.57	\$ 21.57	\$ 10.02	\$ 31.59
Boilermaker	\$ 23.14	\$ 23.14	\$ 21.55	\$ 44.69
Bricklayer	\$ 20.07	\$ 20.07	\$ -	\$ 20.07
Carpenter	\$ 20.75	\$ 20.75	\$ 7.30	\$ 28.05
Carpenter (Acoustical Ceiling Installation only)	\$ 14.00	\$ 14.00	\$ -	\$ 14.00
Carpenter (Form Work Only)	\$ 15.62	\$ 15.62	\$ 0.05	\$ 15.67
Cement Mason/Concrete Finisher	\$ 15.71	\$ 15.71	\$ -	\$ 15.71
Drywall Finisher/Taper	\$ 17.06	\$ 17.06	\$ 4.43	\$ 21.49
Drywall Hanger and Metal Stud Installer	\$ 17.47	\$ 17.47	\$ 3.45	\$ 20.92
Electrical Installer (Sound and Communication Systems, Excluding Wiring)	\$ 18.00	\$ 18.00	\$ 2.30	\$ 20.30
Electrician (Excludes Installation of Sound and Communication Systems)	\$ 27.15	\$ 27.15	\$ 7.88	\$ 35.03
Elevator Mechanic <5 years experience	\$ 37.76	\$ 37.76	\$ 32.25	\$ 70.01
Elevator Mechanic >5 years experience	\$ 37.76	\$ 37.76	\$ 33.01	\$ 70.77
Floor Layer (Carpet)	\$ 21.88	\$ 21.88	\$ -	\$ 21.88
Glazier	\$ 12.83	\$ 13.50	\$ -	\$ 13.50
HVAC Mechanic (HVAC Unit Installation Only)	\$ 23.78	\$ 23.78	\$ 6.89	\$ 30.67
Ironworker, Ornamental	\$ 23.02	\$ 23.02	\$ 6.35	\$ 29.37
Ironworker, Reinforcing	\$ 12.27	\$ 13.50	\$ -	\$ 13.50
Ironworker, Structural	\$ 20.73	\$ 20.73	\$ 5.24	\$ 25.97
*Lead Paint or Asbestos Abatement Worker	*	\$ 13.50	\$ -	\$ 13.50
Laborer, Common or General	\$ 11.44	\$ 13.50	\$ -	\$ 13.50
Laborer, Mason Tender - Brick	\$ 12.22	\$ 13.50	\$ -	\$ 13.50
Laborer, Mason Tender - Cement/Concrete	\$ 11.85	\$ 13.50	\$ -	\$ 13.50
Laborer, Pipelayer	\$ 12.45	\$ 13.50	\$ -	\$ 13.50
Laborer, Roof Tearoff	\$ 11.28	\$ 13.50	\$ -	\$ 13.50

Operator, Backhoe/Excavator/Trackhoe	\$ 19.43	\$ 19.43	\$ 3.49	\$ 22.92
Operator, Bobcat/Skid Steer/Skid Loader	\$ 13.00	\$ 13.50	\$ -	\$ 13.50
Operator, Bulldozer	\$ 14.00	\$ 14.00	\$ -	\$ 14.00
Operator, Crane	\$ 34.85	\$ 34.85	\$ 9.85	\$ 44.70
Operator, Drill	\$ 14.50	\$ 14.50	\$ -	\$ 14.50
Operator, Forklift	\$ 16.64	\$ 16.64	\$ 6.26	\$ 22.90
Operator, Grader/Blade	\$ 19.30	\$ 19.30	\$ -	\$ 19.30
Operator, Loader	\$ 14.00	\$ 14.00	\$ -	\$ 14.00
Operator, Mechanic	\$ 18.75	\$ 18.75	\$ 5.12	\$ 23.87
Operator, Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	\$ 16.03	\$ -	\$ 16.03
Operator, Roller	\$ 11.25	\$ 13.50	\$ -	\$ 13.50
Painter (Brush, Roller, and Spray, Excludes Drywall Finishing/Taping)	\$ 18.76	\$ 18.76	\$ 6.35	\$ 25.11
Pipefitter (Including HVAC Pipe Installation)	\$ 28.03	\$ 28.03	\$ 12.43	\$ 40.46
Plumber, Excludes HVAC Pipe Installation	\$ 23.57	\$ 23.57	\$ 6.37	\$ 29.94
Roofer	\$ 12.00	\$ 13.50	\$ -	\$ 13.50
*Roofer, Metal	\$ 14.05	\$ 14.05	\$ -	\$ 14.05
Sheet Metal Worker (Including HVAC Duct Installation)	\$ 24.38	\$ 24.38	\$ 13.74	\$ 38.12
Sprinkler Fitter (Fire Sprinklers)	\$ 28.18	\$ 28.18	\$ 17.52	\$ 45.70
Tile Finisher	\$ 11.32	\$ 13.50	\$ -	\$ 13.50
Tile Setter	\$ 16.35	\$ 16.35	\$ -	\$ 16.35
Truck Driver, Dump Truck	\$ 12.39	\$ 13.50	\$ 1.18	\$ 14.68
Truck Driver, Flatbed Truck	\$ 19.65	\$ 19.65	\$ 8.57	\$ 28.22
Truck Driver, Semi-Trailer Truck	\$ 12.50	\$ 13.50	\$ -	\$ 13.50
Truck Driver, Water Truck	\$ 12.00	\$ 13.50	\$ 4.11	\$ 17.61
Waterproofor	\$ 16.30	\$ 16.30	\$ 0.06	\$ 16.36

<http://www.wdol.gov/wdol/scafiles/davisbacon/tx.html>

See below for Additional Wage Information.

Note: *Lead Paint & Asbestos Abatement and Roofer, Metal Classifications have been added to this Prevailing Wage Rate Determination pursuant to a City of Austin Prevailing Wage Survey (trades absent from DOL).

The Wage Compliance information detailed below was excerpted from DOL General Decision TX160323 or other sources.

1. Additional Trade Information:

Electricians** - Including low voltage wiring for computers, fire/smoke alarms.

Elevator Mechanics*** - also must be paid for 7 holidays - New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

Welders - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added upon the advance approval of City of Austin Contract Administration. CONTRACTOR shall submit to City of Austin Contract Administration for review the classification, a bona fide definition of work to be performed and a proposed wage with sample payrolls conforming to area practice prior to the start of the job for that type of work.

2. Wages

The Total Wage may be met by any combination of cash wages and credible "bona fide" fringe benefits paid for by the employer. Overtime wages must be calculated using the Adjusted Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher.

City of Austin Ordinance No. 20160324-015 requires that construction workers are paid a Minimum Wage of at least \$13.50/hour. The cash portion of their compensation must meet or exceed this amount.

3. Crediting fringe benefit contributions to meet DBA/DBRA and City of Austin requirements:

The Davis-Bacon Act (and 29 CFR 5.23), list fringe benefits to be considered. Examples are:

- > Life Insurance
- > Health Insurance
- > Pension
- > Vacation
- > Holidays
- > Sick Leave

Note: The use of a truck is not a fringe benefit; a Thanksgiving turkey or Christmas bonus is not a fringe benefit. No credit may be taken for any benefit required by federal, state, or local law such as: workers compensation, unemployment compensation; or social security contributions.

Contributions to fringe benefit plans must be made regularly, e.g. daily, weekly, etc. They must be more frequent than quarterly. (see 29 CFR 5.5 (a)(1)(i)) A periodic bonus may not be counted as a fringe benefit.

4. Annualization of Benefit Costs

If a firm provides an electrician with \$200 per month medical insurance, to calculate allowable fringe benefit credit contributions per hour, the formula ([\$200 x 12 months] divided by 2080 hours = \$1.15 per hour) should be used.

5. Proper Designation of Trade

A work classification on the wage decision for each worker must be made based on the actual type of work he/she performed and each worker must be paid no less than the wage rate on the wage decision for that classification **regardless** of his or her level of skill.

6. Split Classification

If a firm has employees that perform work in more than one classification, it can pay the wage rates specified for each classification **ONLY** if it maintains accurate time records showing the amount of time spent in each classification. If accurate time records are not maintained, these employees must be paid the highest wage rate of all the classifications of work performed by each worker. Accurate time records tracking how many hours a worker performed the work of one trade and then switched to another trade must be accounted for on a daily basis and reflected on Employer Certified Payroll accordingly.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

ATTACHMENT A

BSD SUPPORT FACILITIES SECURITY SYSTEMS

ITEM	LOCATION DESCRIPTION	ACCESS SYSTEM MAINTENANCE	CCTV/CAMERAS MAINTENANCE	ACCESS SYSTEM INTEGRATION - FUTURE	CCTV INTEGRATION - FUTURE	BURGLAR MONITORING
1	Rutherford Lane Campus (RLC)	X	X			
2	Animal Shelter and Betty Dunkerley Campus (6 HHSD bldgs A-G)			X	X	X
3	Police Headquarters					
4	Technicenter (aka: Fire Headquarters)	X	X			X
5	ARR Transfer Station - MRF	X	X			
6	Rebekah Baines Johnson Center (RBJ)					
7	Municipal Building	X	X			X
8	Fire Station 01/EMS 06			X		
9	Fire Station 24/EMS 28	X			X	
10	Building Services Headquarters	X	X			
11	ARR Transfer Station - MRF	X	X			
12	Fire Station 07			X		
13	Fire Station 33			X		
14	Fire Station 19/EMS 08			X		
15	Fleet Acquisition - Vehicle Support Services			X	X	X
16	CTM Wireless Communication Services Bldg			X	X	X
17	EMS Station Rescue 01/Dist Cmdr s04/South Service Center					

ATTACHMENT A

BSD SUPPORT FACILITIES SECURITY SYSTEMS

ITEM	LOCATION DESCRIPTION	ACCESS SYSTEM MAINTENANCE	CCTV/CAMERAS MAINTENANCE	ACCESS SYSTEM INTEGRATION - FUTURE	CCTV INTEGRATION - FUTURE	BURGLAR MONITORING
18	Fire Station 04			X		
19	Home Depot Site	X				X
20	Joint Public Safety Training Center	X	X			X
21	PW South District Service Yard (Bldg A)			X		
22	Fire Station 25/EMS 10			X		
23	Rosewood Zaragoza			X	X	
24	South Austin Neighborhood Ctr			X	X	
25	Service Center 06	X	X			X
26	Fire Wellness / Fire Safety / OMD / EMS Clinical Practice	X				
27	Fire Station 06			X		
28	Fire Station 05	X			X	
29	Fire Station 20/EMS 02			X		
30	Arthur B. Dewitty Center	X			X	
31	Toomey Road-	X				
32	Service Center 05		X	X		
33	Fire Training Facility					
34	City Hall	X	X			

ATTACHMENT A

BSD SUPPORT FACILITIES SECURITY SYSTEMS

ITEM	LOCATION DESCRIPTION	ACCESS SYSTEM MAINTENANCE	CCTV/CAMERAS MAINTENANCE	ACCESS SYSTEM INTEGRATION - FUTURE	CCTV INTEGRATION - FUTURE	BURGLAR MONITORING
35	Fire Station 34 / EMS27			X		
36	Fire Station 38 / EMS 19			X		
37	Fire Station 36 / EMS 15			X		
38	EMS Demand 01/SWAT			X		
39	Fire Station 43 / EMS 31			X		
40	Fire Station 40 / EMS 29			X		
41	Fire Station 42 / EMS 30			X		
42	Fire Station 39 / EMS 16			X		
43	Fire Station 08 / EMS 07			X		
44	Parking Meters, mail room					
45	Fire Station 45 / EMS 34			X		
46	Fire Station 41 / EMS 35			X		
47	Fire Station 03			X		
48	HHSD Todd Lane (Vector and Rodent Control)	X	X			
49	Fire Station 44			X		
50	Fire Station 35			X		
51	Fire Station 30/ EMS 18			X		

ATTACHMENT A

BSD SUPPORT FACILITIES SECURITY SYSTEMS

ITEM	LOCATION DESCRIPTION	ACCESS SYSTEM MAINTENANCE	CCTV/CAMERAS MAINTENANCE	ACCESS SYSTEM INTEGRATION - FUTURE	CCTV INTEGRATION - FUTURE	BURGLAR MONITORING
52	Fire Station 28			X		
53	Fire Station 31			X		
54	Fire Station 32			X		
55	Fire Station 29			X		
56	Fire Station 17			X		
57	Service Center 8			X	X	X
58	Fire Station 37			X		
59	Fire Station 02			X		
60	Fire Station 27/EMS Station 11			X	X	
61	ARR Todd Lane Service Center	X	X			
62	Fire Station 23/EMS 13			X		
63	EMS Station 14 / EMS Demand 02			X		
64	PW Street & Bridge Central District 3511 Manor					
65	Fire Station 15			X		
66	EMS Station 05 / Dist Cmdr 02			X		
67	Parking Enforcement/Construc. Inspection PW	X	X			X
68	Fire Station 26	X		X		

ATTACHMENT A

BSD SUPPORT FACILITIES SECURITY SYSTEMS

ITEM	LOCATION DESCRIPTION	ACCESS SYSTEM MAINTENANCE	CCTV/CAMERAS MAINTENANCE	ACCESS SYSTEM INTEGRATION - FUTURE	CCTV INTEGRATION - FUTURE	BURGLAR MONITORING
69	Fire Station 21			X		
70	Fire Station 18			X		
71	Fire Station 22/EMS 12			X		
72	EMS Station 17			X	X	
73	EMS Station 05 / Dist Cmdr 02			X		
74	EMS 33 Mueller Development			X		
75	Fire Station 16			X		
76	EMS Station 04 / Dist Cmdr 05			X		
77	Fire Station 09			X		
78	Fire Station 12			X		
79	Fire Station 11			X		
80	Radio Shop			X	X	X
81	Service Center 13 (aka Building B Service CTR/Const. Insp.)		X	X		
82	Fires Station 10			X		
83	EMS Station 36			X	X	
84	EMS Station 25			X		
85	EMS Station 21			X		

ATTACHMENT A

BSD SUPPORT FACILITIES SECURITY SYSTEMS

ITEM	LOCATION DESCRIPTION	ACCESS SYSTEM MAINTENANCE	CCTV/CAMERAS MAINTENANCE	ACCESS SYSTEM INTEGRATION - FUTURE	CCTV INTEGRATION - FUTURE	BURGLAR MONITORING
86	EMS Station 32			X		
87	EMS Station 09			X		
88	EMS Station 26			X		
89	EMS Station 22			X		
90	Connelly-Yerwood House					X
91	Fleet Administration	X	X			
92	EMS Station 34			X		
93	EMS Station 24			X		
94	EMS Station 23			X		
95	EMS Station 20			X		
96	EMS Station Rescue 03			X		
97	EMS Station 11			X		
98	EMS DEMAND 3			X		
99	Austin Public Access (Old PACT)			X		X
100	Service Center Fuel Site - Todd Lane		X			
101	Service Center Fuel Site - Harold Court		X			
102	Service Center Fuel Site - Koenig Lane		X			



Texas Department of Public Safety
Certificate of Licensure



The Private Security Board certifies that:

ENTECH SALES & SERVICE, INC.

B06910B

Is Duly Licensed as

Security Contractor
Alarm Systems Company
Electronic Access Company
Locksmith Company

Steven C. McCraw
Director, Texas Department of Public Safety

EXPIRES: 10/31/2016

This certificate affirms the above stated company is licensed pursuant to Texas Occupations Code 1702. The license will expire on the date stated above.
Texas Department of Public Safety, Regulatory Services Division, 5806 Guadalupe Street, Austin, Texas 78752
www.dps.texas.gov



American Dynamics

From Tyco Security Products

May 2015

Re: Authorized Dealer

To: Whom it may concern

This letter is to confirm that Entech Sales & Service, located in Texas USA, Dealer ID #300224, is an authorized partner of American Dynamics. As such, Entech Sales & Service is authorized and fully certified to sell, install, maintain and service our products. Entech is a partner in excellent standing, maintaining all necessary certifications and training prerequisites.

If you have any questions about the dealer program please feel free to contact me directly.

Sincerely,

Brad McGarrh
Regional Manager
bmcgarrh@tycoint.com
www.americandynamics.net



by Schneider Electric

3500 Pelco Way
Clovis, California 93612 USA
(800) 289-9100 USA & Canada Phone
(800) 289-9150 USA & Canada Fax
+1 (559) 292-1981 International Phone
+1 (559) 348-1120 International Fax

May 20, 2015

To Whom This May Concern,

Pelco is a global manufacturer and marketer of commercial, industrial and institutional Integrated Digital Video Management Systems. Pelco utilizes authorized representatives in geographic market territories based on a company's capabilities and meeting the training requirements of product certification. Entech Sales & Service is a factory authorized and certified System Integrator to sell, install, warranty, and service Pelco cameras and Digital Video Management Solutions. As an authorized Integrator, they are provided direct purchasing of Pelco products from our factory.

Please feel free to contact me at the number below should you have any further questions or concerns.

Regards,

Todd Brodrick
Southwest US - Director
+1-559-313-9976



Date: October 7, 2014

To: Whom It May Concern

Subject: Authorized Schneider Electric Building Automation / Access Control System Provider

Schneider Electric Buildings Business is a global manufacturer of commercial, industrial, and institutional Integrated HVAC Control Systems, Access Control Systems, and Digital Video Management Systems and Services. Entech Sales & Service, Inc. in Austin, TX, provides factory commissioning and warranty support for the full range of Continuum and StruxureWare Building Operation products, as well as direct aftermarket services to existing building owners and end-users.

Entech Sales & Service must meet stringent company requirements including financial stability, engineering, sales and system support staffing requirements. Additionally, they are required to have their staff attend extensive factory training classes. I am pleased to report that Entech Sales & Service has met or exceeded all our requirements for many years. Entech Sales & Service is a Schneider authorized service provider for Austin and the surrounding areas.

Please feel free to contact me at the telephone number listed below should you have any further questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "K. B.", with a horizontal line extending from the end of the signature.

Kevin Brown, CEM
Regional Sales Manager
972-323-3034

Schneider Electric | Buildings Business

1650 West Crosby Road
Carrollton, TX 75006 USA
Tel. +1 972 323 1111 Fax +1 972 242 0026
www.schneider-electric.com/buildings



5/18/2015

To whom it may concern,

This letter is to verify that Entech Sales and Service with its corporate office located at 3404 Garden Brook Drive, Dallas, TX 75234 is currently a Salient Certified Reseller in good standing. As such Entech Sales and Service has Salient trained and certified technicians and sales support resources on staff, and it is Salient's understanding Entech Sales and Service is committed to maintaining this status in an ongoing manner. Furthermore, Salient is committed to providing manufacturer support through Entech Sales and Service as long as they maintain their status as a Salient Certified Reseller.

For additional information or if you have any further questions in regard to this, please feel free to contact me directly at Salient Systems Corporation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert C. Wilbur', written in a cursive style.

Robert C. Wilbur

CEO



SALIENT SYSTEMS

CERTIFIED RESELLER August 2008

This certifies that the following individual has successfully completed the necessary on-site training to become a Certified Salient Systems Reseller and that Entech is a Certified Reseller in good standing with Salient Systems Corporation.



Jeff Hirst
Entech
10139 Metropolitan Drive
Austin, TX 78758

Per Hanssen

Per Hanssen
President & CEO
Salient Systems Corporation

SOFTWARE HOUSE

A Tyco International Company

Software House
6 Technology Park
Westford, MA 01886-3140

Tele: 469 362 4623
Fax: 469 362 9551
www.swhouse.com

March 11, 2015

To Whom It May Concern;

Software House, a division of Tyco Security Products, maintains a distribution network of authorized security systems integrator and provides goods and services to the global marketplace under contract with these independently owned companies. Software House actively requires these security systems integrators to be factory trained and certified in order to be fully capable of supporting our products.

Entech Sales & Service, holds a current dealer agreement with Software House. Entech is certified to provide product support for all Software House products with certified technicians who have been factory trained at all levels of our product offering. These products include the complete line of application software for access control & security management, ID badge management, field hardware, and support services.

We are pleased to work cooperatively with our independent authorized integrators and the end users of our products. Please feel free to contact me with any questions.

Sincerely,

Clark Harbaugh
Area Sales Manager

SOFTWARE HOUSE

A Tyco International Company

SOFTWARE HOUSE CORPORATE EDUCATION PROGRAM

This document certifies that

Mark Braziel

has successfully completed the

C•CURE 800® System/iStar Technical Training Course

by demonstrating proficient knowledge of installing, configuring & troubleshooting the

**C•CURE 800/8000® Integrated Security Management System, apC® Advanced
Processing Controller, TCP/IP Networking,
iStar Software & Associated Hardware**

and is now qualified to service such systems as put forth by this program

Caleb Goldberg

15th of May, 2006

170660

Instructor

Date

Certification Number

tyco / Fire &
Security

SOFTWARE HOUSE

SOFTWARE HOUSE



CORPORATE EDUCATION PROGRAM

This document certifies that

Lyle Minnis

has successfully completed the

victor 4.1 and VideoEdge 4.1

by demonstrating proficient knowledge of installing, configuring & troubleshooting the

Software & Associated Hardware

and is now qualified to service such systems as put forth by this program

Staff Member

4/10/2012

173492

Instructor

Date

Certification Number

tyco

SOFTWARE HOUSE CORPORATE EDUCATION PROGRAM

This document certifies that

Lyle Minnis

has successfully completed the

C•CURE 800® System/iStar Technical Training Course

by demonstrating proficient knowledge of installing, configuring & troubleshooting the

**C•CURE 800/8000® Integrated Security Management System,
apC® Advanced Processing Controller, TCP/IP Networking, iStar
Software & Associated Hardware**

and is now qualified to service such systems as put forth by the program

Terrence Dookie 15th of December, 2008

173492

Instructor

Date

Certification Number

tyco / Fire &
Security

SOFTWARE HOUSE

SOFTWARE HOUSE



CORPORATE EDUCATION PROGRAM

This document certifies that

Lyle Minnis

has successfully completed the

C•CURE 9000 System Installer/Maintainer

by demonstrating proficient knowledge of installing, configuring & troubleshooting the

Software & Associated Hardware

and is now qualified to service such systems as put forth by this program

Duane Alliston

5/5/2014

173492

Instructor

Date

Certification Number

tyco

Lenel
1212 Pittsford-Victor Road
Pittsford, New York 14534
Tel 585.248.9720 Fax 585.248.9185
www.lenel.com



February 09, 2016

To Whom It May Concern:

Lenel, a division of UTC Fire & Security Americas Corporation, Inc., hereby confirms that Entech Sales And Service Inc, 3404 Gardenbrook Dr, Dallas, Texas, 75234, United States has, as of the date of this letter and continuing through December 31, 2016, an agreement with Lenel that authorizes Entech Sales And Service Inc to market, resell and implement Lenel products and support services in Texas .

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Virden".

Ron Virden
Managing Director
Lenel Systems International



A UTC Fire & Security Company

HAVING MET THE REQUIREMENTS

Enrique Gutierrez

of

Entech Sales & Service, Inc.

IS NOW CERTIFIED

FOR

ACCESS CONTROL ESSENTIALS

Lenel OnGuard 2013 SP1 (6.6.415)

2014-09-15

Certified by

Lenel Systems International, Inc.



Global Education



A UTC Fire & Security Company

HAVING MET THE REQUIREMENTS

Enrique Gutierrez

of

Entech Sales & Service, Inc.

IS NOW CERTIFIED

FOR

ACCESS CONTROL HARDWARE

Lenel OnGuard 2013 SP1 (6.6.415)

2014-09-15

Certified by

Lenel Systems International, Inc.





A UTC Fire & Security Company

HAVING MET THE REQUIREMENTS

Enrique Gutierrez

of

Entech Sales & Service, Inc.

IS NOW CERTIFIED

FOR

ADVANCED ACCESS CONTROL

Lenel OnGuard 7.0 Enterprise (7.0.932)

2015-04-22

Certified by

Lenel Systems International, Inc.





A UTC Fire & Security Company

HAVING MET THE REQUIREMENTS

Cody Wehmeyer

of

Entech Sales & Service, Inc.

IS SILVER CERTIFIED

FOR

Lenel OnGuard 2013 (6.6.287)

2013-03-25

Certified by

Lenel Systems International, Inc.





A UTC Fire & Security Company

HAVING MET THE REQUIREMENTS

Ralph McDougal

of

Entech Sales & Service, Inc.

IS SILVER CERTIFIED

FOR

Lenel OnGuard 2013 Enterprise (6.6.287+)

2013-04-05

Certified by

Lenel Systems International, Inc.





A UTC Fire & Security Company

HAVING MET THE REQUIREMENTS

Phillip Peavy

of

Entech Sales & Service, Inc.

IS SILVER CERTIFIED

FOR

Lenel OnGuard 2013 Enterprise (6.6.287+)

2013-04-05

Certified by

Lenel Systems International, Inc.



Global Education



A UTC Fire & Security Company

HAVING MET THE REQUIREMENTS

Jay Gonzales

of

Entech Sales & Service, Inc.

IS SILVER CERTIFIED

FOR

Lenel OnGuard 2013 Enterprise (6.6.287+)

2013-04-05

Certified by

Lenel Systems International, Inc.





A UTC Fire & Security Company

HAVING MET THE REQUIREMENTS

Enrique Gutierrez

of

Entech Sales & Service, Inc.

IS NOW CERTIFIED

FOR

DIGITAL VIDEO

Lenel OnGuard 7.1 (7.1.481)

2015-11-27

Certified by

Lenel Systems International, Inc.





A UTC Fire & Security Company

HAVING MET THE REQUIREMENTS

Enrique Gutierrez

of

Entech Sales & Service, Inc.

IS NOW CERTIFIED

FOR

PRISM

Prism Prism (1.2.1.2)

2015-11-27

Certified by

Lenel Systems International, Inc.





A UTC Fire & Security Company

HAVING MET THE REQUIREMENTS

Enrique Gutierrez

of

Entech Sales & Service, Inc.

IS SILVER CERTIFIED

FOR

Lenel OnGuard 7.0 (7.0.932)

2015-02-13

Certified by

Lenel Systems International, Inc.





A UTC Fire & Security Company

HAVING MET THE REQUIREMENTS

Enrique Gutierrez

of

Entech Sales & Service, Inc.

IS SILVER CERTIFIED

FOR

Lenel OnGuard 7.0 Enterprise (7.0.932)

2015-03-04

Certified by

Lenel Systems International, Inc.





A UTC Fire & Security Company

HAVING MET THE REQUIREMENTS

Enrique Gutierrez

of

Entech Sales & Service, Inc.

IS SILVER CERTIFIED

FOR

Lenel OnGuard 2013 SP1 (6.6.415)

2014-09-15

Certified by

Lenel Systems International, Inc.





City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

December 21, 2016

Simplex Grinnell LP
Michael Grant
1608 Royston Lane, Bldg 1
Round Rock, TX 78664

Dear Mr. Grant:

The Austin City Council approved the execution of a contract with your company Simplex Grinnell LP and Entech Sales and Service, Inc. for Security System Inspection, Installation, Maintenance, Monitoring, and Repair Services in accordance with the referenced solicitation.

Responsible Department:	Building Services Department
Department Contact Person:	David Lothery
Department Contact Email Address:	David.Lothery@austintexas.gov
Department Contact Telephone:	(512) 974-1332
Project Name:	Security System Services
Contractor Name:	SimplexGrinnell LP
Contract Number:	NA170000055
Contract Period:	12/21/2016 – 12/20/2018
Dollar Amount	\$1,106,000.00 each and combined
Extension Options:	Four 12-month options
Requisition Number:	RQM 7500 - 16051900468
Solicitation Number:	JRD0034
Agenda Item Number:	42
Council Approval Date:	12/15/2016

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Jonathan Dalchau
Senior Buyer Specialist
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("CITY")
AND
SIMPLEX GRINNELL LP ("CONTRACTOR")
FOR
SECURITY SYSTEM INSPECTION, INSTALLATION, MAINTENANCE, MONITORING, AND REPAIR
SERVICES
MA 7500 NA170000055**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Simplex Grinnell LP having offices at 1608 Royston Lane, Bldg 1, Round Rock, TX 78664 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB JRD0034.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Document
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), JRD0034 Security System Inspection, Installation, Maintenance, Monitoring, and Repair Services including all documents incorporated by reference
- 1.1.3 Simplex Grinnell LP Offer, dated 10/11/2016, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Document
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of twenty-four (24) months and may be extended thereafter for up to four (4) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$1,106,000.00 each and combined for the initial Contract term and \$553,000.00 each and combined for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

1.6 Clarifications and Additional Agreements. The following are incorporated into the Contract.

- 1.6.1 All Contractors' are awarded all bid lines on Section 4 - Non-Specified Items
- 1.6.2 Entech Sales and Services, Inc. will provide services to City Hall Equipment based on the lines bid in Section 1 and also Monitoring Services based on the line bid in Section 3 of the 0600 Bid

Sheet for JRD0034 Security System Inspection, Installation, Maintenance, Monitoring, and Repair Services.

- 1.6.3 Simplex Grinnell LP will provide services to the Other City Buildings' Equipment based on the lines bid in Section 2 of the 0600 Bid Sheet for JRD0034 Security System Inspection, Installation, Maintenance, Monitoring, and Repair Services.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

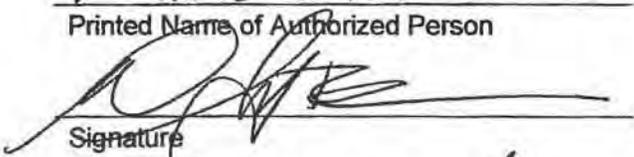
In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

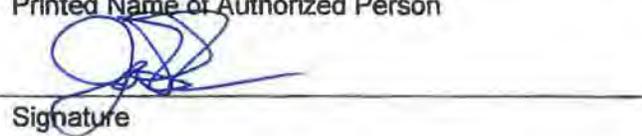
SIMPLEX GRINNELL LP

CITY OF AUSTIN

MICHAEL BRANT
Printed Name of Authorized Person

Jonathan Daichau
Printed Name of Authorized Person


Signature


Signature

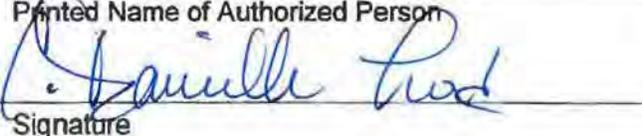
AREA GENERAL Mgr.
Title:

Senior Buyer Specialist
Title:

12/21/16
Date:

12/21/2016
Date:

Danielle Lord
Printed Name of Authorized Person


Signature

Purchasing Manager Corporate
Title:

12/21/16
Date:

City Of Austin, Texas
**Security System Inspection, Maintenance,
Monitoring, and Repair Services**
Solicitation No: 7500 JRD0034





SimplexGrinnell LP
1608 Royston Lane, Bldg 1
Round Rock, TX 78664

Tele: (512) 634-1800
www.tycosimplexgrinnell.com

October 11, 2016

Mr. Jonathan Dalchau
City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # JRD0034
124 W 8th Street, Rm 308
Austin, Texas 78701

Dear Mr. Dalchau:

SimplexGrinnell's mission is to develop the most cost-effective and comprehensive solution to your life safety systems and service needs. Our team stands ready to provide world-class products, service and support. We offer to work closely with your personnel to ensure that your systems and service needs are met well into the future. Our customers have relied on SimplexGrinnell personnel and technology to protect thousands of lives and millions of dollars worth of property.

Our One-Stop-Shop offering includes total support for a wide range of needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Many SimplexGrinnell projects have been time-critical multi-million dollar efforts incorporating both design and build requirements. As a prime contractor, we have installed our equipment while maintaining a customer's existing system.

Our organization's capabilities include service support for annual inspections, testing, and maintenance of all major brands of fire alarm, fire sprinkler, portable fire extinguisher, emergency lighting, access control, closed circuit TV, intrusion detection systems, sound and communications equipment. Our trained technicians have extensive expertise in a wide range of low voltage equipment. A large percentage of these technicians have worked for our organization for many years. They use state-of-the-art test equipment to ensure high quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our customers have consistently referred to SimplexGrinnell's life safety services as "Best-Value" for the following reasons:

- Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime.
- Experienced technicians ensure that repairs are done right, and in a timely manner.
- Standardized reporting and documentation.
- Customized service plans to meet any customer's needs.
- Central station monitoring dedicated to the critical needs of commercial buildings.

Our wish is to build a long-term relationship, providing you with the certainty that the Life Safety systems in your facilities are functioning at their optimum level.

A handwritten signature in black ink, appearing to read "Michael Grant", written over a light blue horizontal line.

Michael Grant
Operations Manager, SimplexGrinnell Austin, Texas District Office

Proposal for:

City Of Austin, Texas
Security System Inspection, Maintenance,
Monitoring, and Repair Services
Solicitation No: 7500 JRD0034

1 Original & 1 Electronic

Submitted to:

Mr. Jonathan Dalchau
City of Austin, Municipal Building
Purchasing Office-Response Enclosed for
Solicitation # JRD0034
124 W 8th Street, Rm 308
Austin, Texas 78701

Date:

October 13, 2016 @ 2:00 PM CST

Submitted by:



1608 Royston Lane, Bldg 1
Round Rock, TX 78664

Contact Name and Phone Number:

Name: Mr. Dwain Deiterman

Phone: (254) 640-1240

Email: ddeiterman@simplexgrinnell.com

SimplexGrinnell Corporate Address:



50 Technology Drive
Westminster, MA 01441

The data contained in all pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to SimplexGrinnell as a result of or in connection with the submission of this proposal, the City Of Austin, Texas shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not restrict the City Of Austin, Texas's right to use or disclose data obtained without restriction from any source, including SimplexGrinnell.

City Of Austin, Texas
Security System Inspection, Maintenance,
Monitoring, and Repair Services
Solicitation No: 7500 JRD0034

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1.2	Bid Sheet	Pg 2	8.A.ii			3.0
1.3	Published Price List			8A		
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3.	Section 0700 - Reference Sheet	Pg 2	8.A. iv			
4.	Section 0835 - Nonresident Bidder Provision	Pg 2	8.A.v			
5.	Section 0900 - MBE/WBE Procurement Program Package No Goals Form	Pg 2	8.A.vii + 8.B			
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CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
OFFER SHEET

SOLICITATION NO: 7500 JRD0034

DATE ISSUED: September 26, 2016

REQUISITION NO.: 7500 16051900468

COMMODITY CODE: 93673, 68002

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Primary Contact:
 Jonathan Dalchau
Senior Buyer Specialist
Phone: (512) 974-2938
E-Mail: jonathan.dalchau@austintexas.gov

Second Chair:
 Georgia Billela
Senior Buyer
Phone: (512) 974-2939
E-Mail: georgia.billela@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Security System Inspection, Installation, Maintenance, **Monitoring**, and Repair Services

PRE-BID CONFERENCE TIME AND DATE: 11:00 AM, Friday, September 30, 2016

LOCATION: City Hall, Room 1027, 301 W. 2nd Street, Austin, TX 78701

BID DUE PRIOR TO: 2:00 PM (CST), Thursday, October 13, 2016

BID OPENING TIME AND DATE: 2:15 PM, Thursday, October 13, 2016

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
 RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # JRD0034	Purchasing Office-Response Enclosed for Solicitation # JRD0034
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within **180** calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE
 (Electronic copy should be a single scanned file of the original proposal per flash drive)

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	**
0200	STANDARD SOLICITATION INSTRUCTIONS	**
0300	STANDARD PURCHASE TERMS AND CONDITIONS	**
0400	SUPPLEMENTAL PURCHASE PROVISIONS	4
0500	SCOPE OF WORK	*
0600	BID SHEET – Must be completed and returned with Offer	6 4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION CERTIFICATION	**
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	**
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	**
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete and return	2
00830	PREVAILING WAGE RATES AND PAYROLL REPORTING	5
00830BC	PREVAILING WAGE RATE DETERMINATION	4
Attachment A	BSD SUPPORT FACILITIES SECURITY SYSTEMS	6

*** Documents are hereby incorporated into this Solicitation as additional documents with the same force and effect as if they were incorporated in full text.**

**** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the ** Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Simplexgrinnell LP.

Company Address: 1608 Royston Lane, Bldg 1

City, State, Zip: Round Rock, TX 78664

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Michael Grant

Title: Operations Manager

Signature of Officer or Authorized Representative: 

Date: 10/11/2016

Email Address: migrant@simplexgrinnell.com

Phone Number: (512) 634-1800

*** Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. **WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. **INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
 - B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
 - C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
 - D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
 - E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
 - F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
 - G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.
14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

B. Records Retention:

- i. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the contract.
- ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when:
 - a. requested by a director or an authorized City employee; or
 - b. the contract is completed or terminated.
- iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

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- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

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29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY**:

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
- (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. **INSURANCE**: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

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- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

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33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

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38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been

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substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. JURISDICTION AND VENUE: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. INVALIDITY: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. HOLIDAYS: The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January

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President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

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https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)

A. Definitions. As used in this paragraph –

- i. "Component" means an article, material, or supply incorporated directly into an end product.
- ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 1:00 PM, one (1) week prior to the proposal due date. Submissions may be made via email to jonathan.dalchau@austintexas.gov, or via fax at (512) 974-2388.

2. **ALTERNATE AWARDS:**

It is the City's preference to award a single contract for the security system inspection, maintenance, repair, and installation services; however, the City reserves the right to make multiple contract awards based on any method deemed most advantageous to the City. Offers that specify an "all or none" award may be considered if a single award is advantageous.

3. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award.
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

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- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

4. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 24-months and may be extended thereafter for up to three (3) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12-months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

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6. INVOICES and PAYMENT: (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be emailed or mailed to the below address, or as indicated in the Bill To address on the Department Order as appropriate:

	City of Austin
Department	Building Services Department
Attn:	Accounts Payable
Address	PO Box 1088
City, State Zip Code	Austin, TX 78767
Email	BSDAPInvoices@austintexas.gov

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. HAZARDOUS MATERIALS:

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

8. PUBLISHED PRICE LISTS:

- A. Offerors may quote using published price lists in the following ways:
- i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
 - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with

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two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least thirty (30) calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.

- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

9. **PREVAILING WAGE:** Contractor shall comply with the requirements of Section 00830 Prevailing Wage Rates and Payroll Reporting including the wage rates listed in Section 00830BC Wage Rates for Building Construction or Section 00830HH Wage Rates for Heavy and Highway Construction.

10. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

11. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Access to the City buildings by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the City buildings at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the City buildings and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license

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number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.

- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

12. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12-months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.

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iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%
Database Name: Producer Price Index Industry Data
Series ID: PCU523---523---
Industry: Security, commodity contracts and like activity
Product: Security, commodity contracts and like activity
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All

E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

13. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

14. **CONTRACT MANAGERS:** The following persons are designated as Contract Managers, and will act as the contact point between the City and the Contractor during the term of the Contract:

Department: Building Services Department

Contact: David Lothery

Phone: (512) 974-1332

Email: David.Lothery@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

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1. PURPOSE

The City of Austin (City), seeks bids in response to this solicitation to establish a contract with qualified Vendors (Contractor) experienced in the inspection, installation, maintenance, **monitoring**, and repair of security equipment access control and monitoring systems. The Contractor shall provide all labor, material, and necessary equipment for the proper execution of each inspection and maintenance service detailed in this specification. The security equipment for this contract is located at Austin City Hall and other City facilities.

This contract will support the Building Services Department. The City reserves the right to add or delete departments, locations, and security equipment as deemed necessary. Security equipment added to the contract shall coincide with the expiration of their warranty period, and shall be mutually agreed to between the Contractor and the City. The Contractor may be required to work on security equipment still under warranty in an emergency situation.

Any services that have been omitted from this scope of work which are clearly necessary or in conformance with normal security equipment inspection, maintenance, and repair services shall be considered a requirement although not directly specified or called for in the scope of work.

2. GENERAL REQUIREMENTS

2.1 The Contractor shall provide maintenance and repair services, at a minimum, for the following or similar systems at City Hall:

2.1.1 General Electric Security Facility Commander access control system with two (2) workstations.

2.1.2 Pelco Closed Circuit Television (CCTV) system consisting of two (2) Redundant Array of Independent Disks (RAID) digital video recorder (DVR) systems and 52 cameras.

2.1.3 Pelco monitoring system consisting of three (3) workstations.

2.1.4 Alarm pad.

2.2 The Contractor shall provide maintenance and repair services, at a minimum, for the following systems located in various City owned buildings (see Attachment A):

2.2.1 C-Cure Security Access Control System Server (800/800 and 9000, Software House) with workstations and remote access sites

2.2.2 American Dynamics (Interlex LT) CCTV Digital Video Recorder (DVR) systems

2.2.3 Avigilon CCTV System

2.2.4 Pelco CCTV System

2.2.5 Honeywell NVR CCTV System

2.2.6 Card readers

2.2.7 Cameras.

3. CONTRACTOR REQUIREMENTS

3.1 Contractor Qualifications

3.1.1 The Contractor shall have a minimum of five (5) years continuous experience in providing inspection, installation, maintenance, **monitoring**, and repair services for security equipment

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access control and monitoring systems and any appropriate licenses as required to perform these services. The Contractor shall provide all necessary documentation to demonstrate their experience working on General Electric, Pelco, C-Cure, American Dynamics, Avigilon, and Honeywell systems within two (2) business days upon request by the City. If requested, the City will ask for copies before the completion of the award process.

- 3.1.2 The Contractor's inspection, installation, maintenance, **monitoring**, and repair services shall conform to the latest applicable National Electric Code, National Fire Protection Association Standards (NFPA), the Uniform Fire Code, and any other Federal, State and local, and City governing ordinances, regulations, and codes.
- 3.1.3 The Contractor shall have and operate a full-time, permanent business address located within 30 miles of the Austin City Hall in downtown Austin, Texas with the ability to be reached by email and telephone.
- 3.1.4 The Contractor shall provide and maintain a telephone dispatch system that is operational 24 hours per day, seven (7) days per week, and 365 days per year (excluding holidays). *Telephone answering machines do not meet the requirements of this paragraph.*
- 3.1.5 The Contractor's personnel shall meet all applicable certification and/or licensing requirements applicable to the City's security systems, e.g. C-Cure.
- 3.1.6 The Contractor shall have access to all necessary equipment and tools to safely inspect, service, and repair the security systems.
- 3.1.7 The Contractor shall provide a preventative maintenance schedule within one (1) month of the contract award or as requested, that is mutually agreed to between the Contractor and the City for all units to be maintained under this contract. The provided maintenance schedule shall be coordinated and agreed upon with the Contract Manager or designee. The Contractor shall inform the Contract Manager or designee of any changes in scheduling.

3.2 Single Point of Contact (SPOC)

- 3.2.1 The Contractor shall provide a SPOC, who is skilled, knowledgeable, and experienced in providing security equipment inspection, maintenance, and repair. The SPOC shall have the authority to dispatch Contractor personnel; and shall have full decision-making authority for all services provided under this Contract.
- 3.2.2 The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Contractor shall provide the office number, email address, and cell phone number for the SPOC. During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor may provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.

4. CONTRACTOR RESPONSIBILITIES

4.1 General Requirements

- 4.1.1 The Contractor shall understand and agree that the scheduling of events at City facilities takes precedence over any scheduled maintenance and repair services agreed to by the City and the Contractor. The Contractor shall not hold the City liable, financially or otherwise, if the City needs to reschedule services with the Contractor due to a new event scheduled at a City facility. The City will make every reasonable effort to immediately notify the Contractor of changes in the City's schedule of events which may have an impact on scheduled services.

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- 4.1.2 Emergency repairs at City Hall shall take priority over all other scheduled preventive maintenance and non-emergency repairs.
- 4.1.3 The Contractor shall notify the Contract Manager or designee of work in progress which may cause lapses in alarms or security services.
- 4.1.4 The Contractor shall provide all equipment, materials, labor, tools, incidentals, expendable items, personnel protective equipment, and transportation necessary for proper execution and completion of the inspection, maintenance, and repair services. The materials and services provided by the Contractor shall comply with all current Federal, State and local laws, City ordinances, rules and regulations.
- 4.1.5 The Contractor shall maintain and repair all security systems so that they operate to the original manufacturer's performance specifications.
- 4.1.6 The Contractor shall be responsible for the immediate clean-up of the work area and the removal of debris. Cleaning of the work area shall be subject to the Contract Manager or designee inspection and approval.
- 4.1.7 The Contractor shall be responsible for theft, misuse, or damage done to property or equipment as a direct result of the Contractor's actions. Should the Contractor and/or his employees cause any damage to City and adjacent property, the Contractor shall immediately inform the Contract Manager or designee. The Contractor shall make repairs or replacement to the satisfaction of the Contract Manager or designee at no cost to the City. The City may, however, at its sole discretion, elect to make repairs or replacements of damaged property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.
- 4.1.8 For repairs, the Contractor shall provide a detailed service report, including additional repairs needed, to the Contract Manager or designee for signature indicating type of service performed during the visit. A copy of the signed service report shall be submitted with the repair invoices as backup.
- 4.1.9 For inspections, the Contractor shall email a record of finding/service report for each inspection performed within one (1) week of the inspection, or at a time mutually agreed to between the Contractor and the Contract Manager or designee. The report shall include any corrective action taken at the time of the inspection, needed repairs, and/or recommendations for replacement of major components with a written estimate including labor and materials. A copy of this inspection report shall be submitted with the inspections invoices.
- 4.1.10 The Contractor shall contact the Contract Manager or designee for any critical issues at the time of discovery by phone, pager, email, or any means necessary to discuss corrective action. The replacement of major components shall not be executed without written authorization from the Contract Manager or designee.
- 4.1.11 The Contractor shall be responsible for securing the proper City of Austin Building Inspection permits, which may be necessary for performance of this contract. The City will be responsible for the alarm permits (See Paragraph 6.4).
- 4.1.12 The Contractor shall provide temporary equipment replacement for any equipment not immediately repairable on-site.
- 4.1.13 The Contractor shall post proper warning signs and/or barriers when and wherever necessary.
- 4.1.14 The Contractor shall dispose of all worn/defective parts, oils, solvents, in accordance with all applicable laws, rules and regulations as to ensure compliance with environmental and public health ordinances and regulations, at no additional cost to the City. The Contractor shall

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provide the manifest ticket for hazardous materials or other proof of proper disposal upon request by the Contract Manager or designee.

- 4.1.15 The Contractor shall not store worn or defective parts on City premises at the end of the work day unless otherwise specified by the Contract Manager or designee.

4.2 Service Requirements

- 4.2.1 Routine and Preventative Maintenance Schedule Services: The Contractor shall work with the City to establish a routine and preventative maintenance schedule for the access control systems, workstations, CCTV systems, and associated components. The maintenance program performed by the Contractor shall include, but may not be limited to the following:

- 4.2.1.1 Annual Preventative Maintenance and Inspections (Completed within two (2) days of request, or as mutually agreed to between the Contractor and Contract Manager):

4.2.1.1.1 Test and clean system sensors and components.

4.2.1.1.2 Adjust system sensors and components as necessary.

- 4.2.1.2 Semi-Annual Preventive Maintenance and Inspections (Completed at least twice per year):

4.2.1.2.1 Inspect, test, clean, and adjust uninterruptible power system (UPS). Replace batteries as necessary.

4.2.1.2.2 Inspect and clean all Data Gathering Panels (DGPs).

4.2.1.2.3 Inspect, test, and clean power supplies. Replace batteries as necessary.

4.2.1.2.4 Inspect, clean, and vacuum all consoles and equipment racks.

4.2.1.2.5 Test and adjust all CCTV pan, tilt, zoom, and preset functions.

4.2.1.2.6 Inspect clean, and adjust CCTV matrix switcher and Digital Video Recorders (DVRs).

4.2.1.2.7 Inspect and clean the Systems Management Server (SMS) file server, printers, and system workstations.

4.2.1.2.8 Perform hardware, firmware, software, and disk drive maintenance as required to ensure optimum performance.

4.2.1.2.9 Run SMS system diagnostics and perform file maintenance to insure optimal performance.

4.2.1.2.10 Clean all camera housing view panels.

4.2.1.2.11 Visually observe all cameras, monitor displays, and adjust as needed for optimal performance.

- 4.2.1.3 The Contractor shall conduct a preliminary security system assessment at the request of the City Contract Manager or designee within one (1) week upon request, at no cost to the City. The City anticipates developing a comprehensive assessment of the security systems covered by this contract within one (1) week of contract award.

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SOLI CITATION NO.: IFB JRD0034**

- 4.2.2 Loaner Equipment: The Contractor shall provide loaner equipment for any equipment not field (on-site) repairable.
- 4.2.2.1 The loaner equipment shall be in working order and meet the functional and technical equivalent of the item replaced. The Contractor and Contract Manager or designee shall mutually agree on the loaner equipment before putting into service.
- 4.2.2.2 The loaner equipment shall be on-site within two (2) hours or at a time mutually agreed to between the Contractor and the Contract Manager or designee.
- 4.2.2.3 The loaner equipment shall be fully compatible and function seamlessly with City equipment and associated components.
- 4.2.2.4 The loaner equipment for system components (example: badge printers, workstations, etc.) not available locally and must be shipped from the manufacturer or distributor, shall be on-site and operational within two (2) days of the component failure, or at a time mutually agreed to between the Contractor and the Contract Manager or designee.
- 4.2.2.4.1 The Contractor shall furnish a list of equipment that requires shipment from the manufacturer or distributor, with estimated order/delivery lead times within 30 days after award of contract, or as requested.
- 4.2.3 Repair Services: The Contractor shall provide repair or replacement parts on systems not covered under warranty.
- 4.2.3.1 The Contractor shall perform the work in accordance with the following schedule:
- 4.2.3.1.1 **Schedule A – Emergency Repair and Replacement Services**
- 4.2.3.1.1.1 The Contractor shall be able to respond to emergency service requests twenty-four (24) hours per day, seven (7) days per week (including holidays). Emergency services are defined as a repair situation for major system components including, but not limited to, the SMS file server, system workstations, DGPs, video matrix switcher, DVR(s), and the UPS. The need for immediate repair will be determined and approved by the Contract Manager or designee.
- 4.2.3.1.1.2 Emergency services shall take priority over all other scheduled preventive maintenance and non-emergency repairs. The Contractor shall notify the City representative of the non-emergency requesting department before the scheduled time and reschedule the appointment at a time that is mutually agreed to between the Contractor and the City, if the Contractor's technicians will be unable to make the non-emergency repair scheduled time.
- 4.2.3.1.1.3 The Contractor shall acknowledge receipt of an emergency request within thirty (30) minutes or less by phone to the Contract Manager or designee. The Contractor's technician shall sign in with the Security Control Center within two (2) hours unless otherwise approved or agreed-upon by the Contract Manager or designee. The response time shall begin at the time the call is made and end at the time the appropriate Contractor's employee signs in at the work site.

CITY OF AUSTIN
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SECURITY SYSTEM INSPECTION, INSTALLATION, MAINTENANCE, MONITORING, AND REPAIR SERVICES
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4.2.3.1.1.4 The Contractor shall provide a written estimate for the total cost of work including the estimated time of completion and submit to the Contract Manager or designee within one (1) day unless otherwise approved or agreed-upon by the Contract Manager or designee.

4.2.3.1.2 **Schedule B – Non-Emergency Repair and Replacement Services**

4.2.3.1.2.1 The Contractor shall perform non-emergency repair services on an as-needed basis within regular business hours, which is defined as Monday through Friday from 7:00 a.m. to 6:00 p.m., excluding City holidays. Non-emergency repairs are defined as minor repairs that are needed to all other components, hardware, equipment, and devices used to keep the security systems functioning.

4.2.3.1.2.2 The Contractor shall be on site for non-emergency repair requests within four (4) business hours of phone or email notification, unless otherwise approved or agreed-upon by the Contract Manager or designee.

4.2.3.1.2.3 The Contractor shall provide a written estimate for the total cost of work including the estimated time of completion and submit to the Contract Manager or designee within three (3) business days unless otherwise approved or agreed-upon by the Contract Manager or designee.

4.2.3.2 The Contractor shall repair all system failures within two (2) business days unless otherwise approved or agreed-upon by the Contract Manager or designee. In the event that the Contractor needs an on-site manufacturer's service technician, labor provided by the manufacturer's service technician shall be billed to the City at a zero percent (0%) markup or at the rate the Contractor charges the City, whichever is lesser.

4.2.3.3 The Contractor shall provide for on-line software maintenance, training and support including all software and hardware. The modem access to the system shall be password protected and controlled by the City.

4.2.4 **Monitoring Services:** The Contractor shall be able to provide security system burglar alarm monitoring services for the 13 existing City buildings, and other City buildings as requested.

4.2.4.1 The Contractor shall monitor the designated security monitoring systems and their components twenty-four (24) hours per day, seven (7) days per week (including holidays).

4.2.4.2 The Contractor shall report all alarms received from City sites to the appropriate designee for the alarm location. Upon contract award, a transition of services with a list of numbers will be provided to the Contractor that are to be called until a live person is reached for each facility.

4.2.4.3 The Contractor shall provide a nightly test of the phone system that monitors the alarms shall be required.

4.2.4.4 The Contractor shall provide an event report that includes the recording of all events including alarm reports, open and close reports, test reports and trouble reports within one (1) week of the request. A copy of the event report shall be submitted with the monitoring services monthly invoices.

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4.3 New Installation and Replacement Parts

- 4.3.1 As City requirements and technologies change, the Contractor may be requested to furnish proposals to the City for upgrades, replacements parts, repairs, and revisions to these and other camera, monitoring, CCTV, and security access systems.
- 4.3.2 The Contractor shall maintain an adequate inventory of replacement parts to ensure minimal down time during the maintenance and repair of the security systems. The City estimates that an adequate parts inventory will cover four (4) weeks of repairs. The Contractor and the City will mutually agree on what an adequate parts inventory is based on the systems in use at City locations.
- 4.3.3 The Contractor shall use parts and equipment that meet the manufacturers' specifications and standards for the type of systems and components being repaired.
- 4.3.4 The Contractor shall invoice all parts used for door maintenance or repair at the percentage discount off the manufacturers' suggested retail price list, as indicated on Section 0600 – Bid Sheet.

4.4 Labor and Personnel

- 4.4.1 The Contractor shall be responsible for ensuring the safety of their employees, City employees, and the general public during performance of all services under this contract. The Contractor shall ensure that all crews are fully and properly equipped to perform services promptly and safely.
- 4.4.2 The Contractor shall follow all OSHA safety requirements: <http://www.osha.gov/>. Proof of compliance with applicable standards, regulations and laws shall be supplied to the City within one (1) week of request, or at a time mutually agreed to between the Contractor and the Contract Manager or designee.
- 4.4.3 All Contractor personnel assigned to provide services under the contract shall wear a uniform, necessary safety equipment, and company issued identification. Uniforms shall be alike and shall have the Contractor's and employee's names clearly displayed on the front of the shirt and seasonal outerwear.
- 4.4.4 The Contractor shall ensure that all personnel are continuously trained to meet the latest technology and industry standards. The Contractor shall submit proof of personnel training and experience within five (5) business days upon request by the City.

5. CONTRACTOR FINANCIAL LIABILITIES

- 5.1 The Contractor shall be financially responsible for the expenses incurred by the City deemed necessary to secure a City facility while the electronic security system is down due to the following conditions:
 - 5.1.1 The Contractor fails to initiate emergency service repairs as indicated in Paragraph 4.2.3.1.1 of this Scope of Work. The City will use security guards to cover the issue until next business day when an outside vendor will be called in to fix the issue. The City will send the invoice for the outside vendor to the Contractor as a bill-back.
 - 5.1.2 The Contractor fails to complete emergency repairs and repairs necessary as a result of poor workmanship and/or quality of service and equipment. Poor workmanship will be assessed, documented, and corrected by a Subject Matter Expert.

**CITY OF AUSTIN
SCOPE OF WORK
SECURITY SYSTEM INSPECTION, INSTALLATION, MAINTENANCE, **MONITORING**, AND REPAIR SERVICES
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6. CITY RESPONSIBILITIES

- 6.1 The City will provide light, water, and electricity as necessary to enable the contractor to provide the services described in this document. The Contractor shall use these facilities only to perform the contractual duties.
- 6.2 The City will provide an on-site contact, with escorted access.
- 6.3 The City will provide the Contractor with name(s) of personnel authorized to order services.
- 6.4 The City will be responsible for any alarm permit applications, renewals, or fees for these systems.
- 6.5 The City will be responsible for obtaining all clearances relating to asbestos related activity.

7. DELIVERABLES/MILESTONES

#	Deliverables / Milestones	Description	Timeline (due/ completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Scope of Work Reference/ Section
1	SPOC	Contractor shall provide a SPOC for the contract	Within one week of the Contract Award	100% compliance	3.2.1
2	Service Report	Contractor shall provide a detailed report indicating service repairs	Within one day of the scheduled date	95% compliance	4.1.8
3	Inspection Report	Contractor shall provide a detailed report indicating inspection findings	Within three days of the repair	95% compliance	4.1.9
4	Maintenance Service Schedule	Contractor shall provide a maintenance services schedule	Within one week of request	100% compliance	4.2.1.3
5	Annual Preventive Inspections	Contractor shall provide Inspections Annual	Within two days of the scheduled requested service date	95% compliance	4.2.1.1
6	Semi-Annual Preventive Maintenance	Contractor shall provide and Inspections Semi -annually	Within two days of the scheduled date	95% compliance	4.2.1.2
7	Monitoring Event Report	Contractor shall provide an event report indicating inspection findings	Monthly with Invoice	95% compliance	4.2.4.4

SECTION 0600 - BID SHEET - UPDATED 10042016

CITY OF AUSTIN

SECURITY SYSTEM INSPECTION, INSTALLATION, MAINTENANCE, MONITORING, AND REPAIR SERVICES

SOLICITATION NO.: IFB 7500 JRD0034

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the quote.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the proposer does not wish to bid on that item.

The quantities listed are annual estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as needed and specified by the City for each order. The City may award the contract by section, line items, or any combination deemed most advantageous to the City. It is not necessary for an Offeror to bid on all sections, Offerors may choose to bid on one or more categories or line items.

SECTION 1 - CITY HALL EQUIPMENT (see Section 0500 - Paragraph 2.1)

SECTION 1.A - LABOR

The estimate shall not include a separate charge for administrative, overhead, per diem, and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the hourly rates and shall not be paid separately.

ITEM NO.	LABOR	ESTIMATED ANNUAL HOURS	HOURLY RATE	EXTENDED PRICE
1.1	Labor rate for services during normal business hours, defined as Monday through Friday 7:00 am - 6:00 pm	250	\$68.00	\$17,000.00
1.2	Labor rate for services after hours, defined as Monday through Friday 6:01 pm - 6:59 am, Saturday and Sunday and City holidays	125	\$100.00	\$12,500.00

SECTION 1.B - ROUTINE AND PREVENTIVE MAINTENANCE

Proposer must be able to establish and provide routine and preventive maintenance to the security systems and components located at City Hall. The prices for these routine and preventive maintenance shall include all labor, transportation, and material costs (lubrication, cleaning, towels, etc.). If additional repair services are needed, those repairs shall be invoiced separately using Section 1.A and Section 1.C pricing.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE (EACH)	EXTENDED PRICE
1.3	Flat fee for Annual Preventative Maintenance and Inspection Services (see Section 0500 - Paragraph 4.2.1.1)	1	\$1,088.00	\$1,088.00
1.4	Flat fee for Semi-Annual Preventative Maintenance and Inspection Services (see Section 0500 - Paragraph 4.2.1.2)	2	\$2,064.00	\$4,128.00

**SECTION 0600 - BID SHEET - UPDATED 10042016
CITY OF AUSTIN**

SECURITY SYSTEM INSPECTION, INSTALLATION, MAINTENANCE, MONITORING, AND REPAIR SERVICES

SOLICITATION NO.: IFB 7500 JRD0034

SECTION 1.C - PARTS AND MATERIALS

Proposer shall be able to provide new and replacement parts and associated components to complete installation and repairs at City Hall. The prices for these items shall be based on manufacture price lists minus a discount off list price as indicated below.

The percentage discounts shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL AMOUNT	DISCOUNT OFF PRICE LIST (PERCENTAGE)	EXTENDED PRICE
1.5	Discount off Price List for all Security Systems and Associated Components	\$60,000.00	25.00%	\$45,000.00
TOTAL EXTENDED PRICE FOR SECTIONS 1				\$79,716.00

SECTION 2 - OTHER CITY BUILDING EQUIPMENT (see Section 0500 - Paragraph 2.2)

SECTION 2.A - LABOR

The estimate shall not include a separate charge for administrative, overhead, per diem, and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the hourly rates and shall not be paid separately.

ITEM NO.	LABOR	ESTIMATED ANNUAL HOURS	HOURLY RATE	EXTENDED PRICE
2.1	Labor rate for services during normal business hours, defined as Monday through Friday 7:00 am - 6:00 pm	1,000	\$68.00	\$68,000.00
2.2	Labor rate for services after hours, defined as Monday through Friday 6:01 pm - 6:59 am, Saturday and Sunday and City holidays	500	\$100.00	\$50,000.00

SECTION 2.B - ROUTINE AND PREVENTIVE MAINTENANCE

Proposer must be able to establish and provide routine and preventive maintenance to the security systems and components for building located throughout the City. The prices for these routine and preventive maintenance shall include all labor, transportation, and material costs (lubrication, cleaning, towels, etc.). If additional repair services are needed, those repairs shall be invoiced separately using Section 2.A and Section 2.C pricing.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE (EACH)	EXTENDED PRICE
2.3	Flat fee for Annual Preventative Maintenance and Inspection Services (see Section 0500 - Paragraph 4.2.1.1)	140	\$68.00	\$9,520.00
2.4	Flat fee for Semi-Annual Preventative Maintenance and Inspection Services (see Section 0500 - Paragraph 4.2.1.2)	280	\$68.00	\$19,040.00

SECTION 0600 - BID SHEET - UPDATED 10042016

CITY OF AUSTIN

SECURITY SYSTEM INSPECTION, INSTALLATION, MAINTENANCE, MONITORING, AND REPAIR SERVICES

SOLICITATION NO.: IFB 7500 JRD0034

SECTION 2.C - PARTS AND MATERIALS

Proposer shall be able to provide new and replacement parts and associated components to complete installation and repairs to buildings throughout the City. The prices for these items shall be based on manufacture price lists minus a discount off list price as indicated below.

The percentage discounts shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL AMOUNT	DISCOUNT OFF PRICE LIST (PERCENTAGE)	EXTENDED PRICE
2.5	Discount off Price List for all Security Systems and Associated Components	\$300,000.00	25.00%	\$225,000.00
TOTAL EXTENDED PRICE FOR SECTIONS 2				\$371,560.00

SECTION 3 - MONITORING SERVICES (see Section 0500 - Paragraph 4.2.4)

SECTION 3 - MONITORING SERVICES

Proposer shall be able to provide security system alarm monitoring services for both existing and future equipment installed in the City building. Bid Prices shall be the invoiced price and include all administrative, overhead, and associated costs.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL AMOUNT	MONTHLY RATE PER LOCATION	EXTENDED PRICE
3.1	Monthly Alarm Monitoring Services Fee (13 Locations x 12 months = Estimated Annual Amount)	156	\$24.10	\$3,759.60
TOTAL EXTENDED PRICE FOR SECTIONS 3				\$3,759.60

TOTAL EXTENDED PRICE FOR SECTIONS 1 TO 3 **\$455,035.60**

SECTION 0600 - BID SHEET - UPDATED 10042016

CITY OF AUSTIN

SECURITY SYSTEM INSPECTION, INSTALLATION, MAINTENANCE, MONITORING, AND REPAIR SERVICES

SOLICITATION NO.: IFB 7500 JRD0034

SECTION 4 - NON-SPECIFIED ITEMS (For Informational Purposes Only)

Proposer shall be able to provide other items and services that are not listed above. The prices for these Non-Specified Items shall be based on the Price List(s) and percentage discount(s) or markup(s) as indicated below.

The percentage discount(s) or markup(s) shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. Revisions to the prices may only be adjusted using the Pricing Requirements -- Non-Specified Items provision in Section 0400.

Proposer shall provide the manufacturer(s) name and number of the identified price list(s), the latest effective date of the identified price list(s), and either the percentage discount(s) or markup(s) to the identified price list(s).

ITEM NO.	NAME AND NUMBER OF PRICE LIST	LATEST EFFECTIVE DATE OF PRICE LIST	DISCOUNT FROM OR MARKUP TO PRICE LIST
4.1	Name _____ Number _____	_____	_____ % Discount or _____ % Markup
4.2	Name _____ Number _____	_____	_____ % Discount or _____ % Markup
4.3	Name _____ Number _____	_____	_____ % Discount or _____ % Markup
4.4	Name _____ Number _____	_____	_____ % Discount or _____ % Markup
4.5	Name _____ Number _____	_____	_____ % Discount or _____ % Markup
4.6	Name _____ Number _____	_____	_____ % Discount or _____ % Markup

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	SimplexGrinnell LP.	
Physical Address	1608 Royston Lane, Bldg 1, Round Rock, TX 78664	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input checked="" type="radio"/> NO
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input checked="" type="radio"/> YES	
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> YES	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Responding Company Name SimplexGrinnell LP.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name Bell County
Name and Title of Contact Mr. Mark Meyer, Facility Manager
Project Name County Wide Access Control
Present Address 500 S Penelope
City, State, Zip Code Belton, Texas, 76513
Telephone Number (254) 933-5365 Fax Number (_____)
Email Address mark.meyer@co.bell.tx.us

2. Company's Name McLennan County
Name and Title of Contact Mr. Ken Bass, County Senior Purchase
Project Name CCTV for Jails and Juvenile Facilities
Present Address 214 N 5th Street
City, State, Zip Code Waco, Texas 76701
Telephone Number (254) 757-5016 Fax Number (254) 757-5068
Email Address ken.bass@co.mclennan.tx.us

3. Company's Name Virginia College
Name and Title of Contact Mr. Brandon Williams, IT Manager
Project Name Access Control and CCTV Installation
Present Address 6301 E Highway 290
City, State, Zip Code Austin, Texas 78723
Telephone Number (512) 371-3500 Fax Number (512) 371-3502
Email Address brandon.williams@vc.edu

Section 0700: Reference Sheet

Responding Company Name SimplexGrinnell LP.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

4. Company's Name City of Austin
Name and Title of Contact Mr. David Lothery
Project Name Access Control and CCTV Installation and Service
Present Address Building Services Division
City, State, Zip Code Austin, Texas
Telephone Number (512) 635-3178 Fax Number (_____)
Email Address David.lothery@austintexas.gov

Section 0835: Non-Resident Bidder Provisions

Company Name **SimplexGrinnell LP.**

A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: **Non Resident Bidder**

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: **YES** Which State: **Massachusetts**

C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: **Preference only in tie bids for supplies and materials.**

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER:	JRD0034
PROJECT NAME:	SECURITY SYSTEM INSPECTION, INSTALLATION, MAINTENANCE, MONITORING, AND REPAIR SERVICES

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No X If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope
If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.
Yes _____

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.	
SimplexGrinnell LP.	
Company Name	
Mike Grant, Operations Manager	
Name and Title of Authorized Representative (Print or Type)	
	October 11, 2016
Signature	Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
 (Please duplicate as needed)

SOLICITATION NUMBER:	JRD0034
PROJECT NAME:	SECURITY SYSTEM INSPECTION, INSTALLATION, MAINTENANCE, MONITORING, AND REPAIR SERVICES

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	SimplexGrinnell LP.		
Address	1608 Royston Lane Bldg 1		
City, State Zip	Round Rock Tx 78664		
Phone Number	512-634-1800	Fax Number	512-634-1819
Name of Contact Person	Mr. Dwain Deiterman		
Is Company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Michael Grant, Operations Manager
 Name and Title of Authorized Representative (Print or Type)

Signature  Date **October 11, 2016**

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:			
Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.			
Reviewing Counselor _____	Date _____	Director/Deputy Director _____	Date _____

INTENT

Tyco International Ltd. and its subsidiaries, affiliates, and operating units (collectively, the "Company") is committed to providing a work environment that prohibits discrimination on the basis of age, color, disability, ethnicity, marital status, national origin, race, religion, gender, sexual orientation, veteran status or any other characteristics protected by applicable law or regulation.

RESPONSIBILITY FOR IMPLEMENTATION

Management is responsible for the implementation of and compliance with this policy and all applicable employment laws and regulations relating to equal employment opportunity. Management shall make all employees aware of this policy and the Company's commitment to equal employment opportunity and shall provide leadership regarding this policy.

Human Resources will provide guidance and assistance to the operating units in fulfilling the intent of this policy.

SCOPE

This policy applies to all Tyco operating units in the United States.

APPLICATION

All recruiting, hiring, training, promotions, compensation, benefits, transfers, layoffs, and other employment decisions will be made without regard to age, color, disability, ethnicity, marital or family status, national origin, race, religion, gender, sexual orientation, pregnancy, military veteran status, or any other characteristic protected by applicable law or regulation. The Company prohibits unlawful discrimination. All employment decisions shall be based on the qualifications of the individual applicants or employees as such qualifications relate to the particular job.

Management with the assistance from a Human Resources representative shall take affirmative steps to ensure that applicants and employees are treated during the application process and employment without regard to age, color, disability, ethnicity, marital or family status, national origin, race, religion, gender, sexual orientation, pregnancy, military veteran status, or any other characteristic protected by applicable law or regulation.

Management with the assistance from a Human Resources representative shall promptly review and investigate any complaints by job applicants or employees regarding alleged violations of this policy. Moreover, any manager or supervisor who witnesses or otherwise becomes aware of a potential violation of this policy should notify his or her human resources

<p>ISSUED BY</p>  <p>Paul Adams, Vice President Human Resources</p>	<p>EFFECTIVE DATE</p> <p>10/1/2000</p>	<p>SUPERSEDES</p> <p>8/1/94</p>	<p>PAGE</p> <p>1 of 2</p>
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representative, general manager, or the Corporate Ombudsman, even if the employee(s) involved appear reluctant to come forward to report the violation. Employees who are found to have violated this policy will be subject to disciplinary action, up to and including termination of employment.

If any employee feels that (s)he or another person is being denied an employment opportunity on the basis of his or her inclusion in a protected category, (s)he should contact his or her local Human Resources representative, general manager, the Corporate Ombudsman or call the Company's ConcernLine (800-714-1994)*. All complaints will be handled as confidentially as possible, except to the extent necessary to conduct an appropriate investigation. The Company absolutely prohibits retaliation against any employee who makes a good faith report under this policy.

POSTING NOTICES

A copy of this policy will be posted in a conspicuous location.

*Tyco's toll-free ConcernLine may be accessed worldwide, 7 days a week and 24 hours a day.

ISSUED BY



Paul Adams, Vice President
Human Resources

EFFECTIVE DATE

10/1/2000

SUPERSEDES

8/1/94

PAGE

2 of 2



**ADDENDUM
INVITATION FOR BID
SECURITY SYSTEM INSPECTION, INSTALLATION, MAINTENANCE, MONITORING, AND REPAIR
SERVICES
CITY OF AUSTIN, TEXAS**

IFB: JRD0034

Addendum No: 1

Date of Addendum: September 29, 2016

This addendum is to incorporate the following changes to the above-referenced solicitation.

1.0 Questions and Answers.

(Q1) Is there a system you have selected to do all that future access control integration work?

(A1) The City does not have a specific system selected, but currently intends to integrate future access control needs with existing systems such as C-Cure (800/9000) and Lenel ONGUARD brand products on future projects.

(Q2) Does this contract include alarm monitoring for those stations indicated in the annex sheet?

(A2) The Contract will include some alarm monitoring services to sites on as needed. Section 0500 – Scope of Work, Paragraph 4.2.4 has been added

2.0 Delete the original Section 0500 – Scope of Work and replace with Section 0500 – Scope of Work – Updated 09292016.

3.0 Delete the original Section 0600 – Bid Sheet and replace with Section 0600 – Bid Sheet – Updated 09292016.

4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

Jonathan Dalchau, Senior Buyer Specialist
Purchasing Office

9/29/2016
Date

ACKNOWLEDGED BY:

SimplexGrinnell LP.

Vendor Name

Authorized Signature

October 11, 2016

Date

**RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your bid.
Failure to do so may constitute grounds for rejection of your bid.**



**ADDENDUM
INVITATION FOR BID
SECURITY SYSTEM INSPECTION, INSTALLATION, MAINTENANCE, MONITORING, AND REPAIR
SERVICES
CITY OF AUSTIN, TEXAS**

IFB: JRD0034

Addendum No: 2

Date of Addendum: October 4, 2016

This addendum is to incorporate the following changes to the above-referenced solicitation.

1.0 Questions and Answers.

(Q1) Who is the current provider of the monitoring services at the City buildings supported by Building Services?

(A1) It is a mixture, some are Simplex Grinnell and some are Master Burglar Alarm Company. Not all City buildings have been transitioned to using a monitoring service.

(Q2) Will this contract include fire alarm monitoring?

(A2) No, the City has an establish contract (NA140000036) in place for fire alarm monitoring services.

(Q3) What does compliance mean in the Deliverables/Milestones section of the scope of work?

(A3) The compliance percentage is the target percentage the City is expecting the Contractor to provide the requested materials and in the timeframe requested. It is used as a performance measurement tool.

(Q4) On the Bid sheet, are the preventative maintenance services for each location, or all of the buildings?

(A4) The requested flat fee rate should be the rate the Contractor will charge to perform preventative maintenance at a single facility.

(Q5) Is the monitoring service by location?

(A5) The City is seeking the monthly rate the Contractor will charge the City to monitor burglar alarms at a single facility.

(Q6) Are all of the monitoring systems accessible?

(A6) The City will work with the current Contractor to ensure the coding is open so that a new vendor has access to the monitoring systems currently in place.

(Q7) Is there a preference on cellular backup or is there just one primary form of communication?

(A7) It depends on the new Contractor's requirements for monitoring services. If appropriate, the City will adapt to the requirements as necessary.

(Q8) Does City Hall use Facility Commander and other buildings use Software House systems?

(A8) City Hall currently has Facility Commander but is in the process of transitioning to Lenel OnGuard system. C-Cure 800 and 9000 software is currently used in the other City buildings. The City is open to using the best equipment and software that will integrate into our systems.



(Q9) Are these standalone systems?

(A9) Some are standalone, and some are on the City's network. CCTV systems are currently not on a network.

(Q10) I am not sure if I need to subcontract right now, can I decide to subcontract after the contract award?

(A10) Yes, if you decide you want to subcontract after the contract is award, you can contact the Small and Minority Business Resources department (SMBR) at (512) 974-7600 and follow the Good Faith Efforts at that time.

(Q11) Will the contract be award based on lowest total bid, even if someone different bids a section lower?

(A11) As indicated on the top of Section 0600 – Bid Sheet, the City may award by the different sections listed on the bid sheet, however, the City reserves the right to award by line item, or any combination that deemed advantageous and logical.

(Q12) Is the Interested Parties Disclosure form 1295 required with the bid submittal or after contract award?

(A12) The 1295 Form should not need to be submitted with your bid package, it will be requested at the time of contract award.

(Q13) Can you provide a bid tab from the previous contract?

(A13) Attached are the bid tabs from the previous City Hall contract NA110000029 and NA130000041 that covered the other City buildings.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:


Jonathan Dalchau, Senior Buyer Specialist
Purchasing Office

10/4/2016
Date

ACKNOWLEDGED BY:

SimplexGrinnell LP.

Vendor Name


Authorized Signature

October 11, 2016
Date

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**ADDENDUM
INVITATION FOR BID
SECURITY SYSTEM INSPECTION, INSTALLATION, MAINTENANCE, MONITORING, AND REPAIR
SERVICES
CITY OF AUSTIN, TEXAS**

IFB: JRD0034

Addendum No: 3

Date of Addendum: October 6, 2016

This addendum is to incorporate the following changes to the above-referenced solicitation.

1.0 Questions and Answers.

(Q1) Will there be a bid or payment/performance bond required?

(A1) There are no payment or performance bonds requested with this solicitation.

(Q2) In Attachment A, what will we be required to perform under "Access System Integration-Future" and "CCTV Integration-Future?"

(A2) These are anticipated installations based on future budgets and needs. When a future integration need is identified, the City will request a bid proposal based on the Labor rates and percentage Discount Off Price List as indicated on the Section 0600 – Bid Sheet.

(Q3) The current monitoring rates were not included in the bid tab from 2012 in Addendum 2. I assume this was awarded to Master Burglar Alarm? Will those be made available?

(A3) These services were sourced at the department level due to the low dollar value. Current rates charged for burglar monitoring services range from \$540 per year for the services provided by Master Burglar, and \$265 per year for a service provided by Simplex Grinnell.

(Q4) Will the transition to Lenel OnGuard at City Hall from Facility Commander be under the scope of this contract?

(A4) It is expected that the transition project will be completed prior to this contract starting.

(Q5) Attachment A or the Scope of Work do not list the number of readers at each facility. This information is very important. Will this be made available?

(A5) The City prefers not to make a detailed list public. However, there are approximately 45 readers at City Hall, with all other locations averaging around 9 readers per facility.

(Q6) Will a bid extension be granted if necessary, to gather this and other RFI responses?

(A6) The City does not anticipate extending the solicitation at this time.

2.0 Delete the original Section 00830 - PREVAILING WAGE RATES AND PAYROLL REPORTING Rev. Date 05/03/16 with Section 00830 - PREVAILING WAGE RATES AND PAYROLL REPORTING Rev. Date 10/03/16.



3.0 Delete the original Section 00830BC - PREVAILING WAGE RATE DETERMINATION Rev. Date 09/06/16 with Section 00830BC - PREVAILING WAGE RATE DETERMINATION Rev. Date 10/03/16.

4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

A blue ink signature of Jonathan Dalchau, consisting of a large, stylized 'J' and 'D'.

Jonathan Dalchau, Senior Buyer Specialist
Purchasing Office

10/6/2016
Date

ACKNOWLEDGED BY:

A grey ink signature of an authorized representative of SimplexGrinnell LP, appearing as a stylized 'SG'.

SimplexGrinnell LP.

Vendor Name

Authorized Signature

October 11, 2016
Date

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Bidding Requirements, Contract Forms and Conditions of the Contract
WAGE RATES AND PAYROLL REPORTING
Section 00830

I. Payment

A. Classification Definitions, Building and Heavy and Highway

Definitions for Building Construction and Heavy and Highway classifications shall conform to the current "Dictionary of Occupational Titles" as published by the U.S. Department of Labor.

B. Minimum Wages

Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) or the \$13.50 minimum wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the \$13.50 minimum wage required.

Such wage rates shall be used throughout the Contract. If a classification is to be used, which is not listed in the attached wage rates, CONTRACTOR shall submit to OWNER rates and classification proposed for use, for approval, **prior** to performance of the Work.

All laborers and mechanics working upon the Work for this Project shall be paid unconditionally and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by Secretary of Labor under the Copeland Act, Title 29 CFR, Part 3) full wages accrued and when due, computed at rates not less than wage rates bound herein pertaining to type of Work being performed. When Work is of such a nature that both Building and Heavy and Highway wage scales are incorporated into contract, CONTRACTOR shall pay wage rates to mechanics or laborers performing Work in more than one classification at the rate indicated for each classification for time actually worked as determined by area practice applicable to type (Site Construction Crafts or Building Construction Crafts) of Work being performed without regards to skill. Salaried specialists (project superintendent and administrative personnel only) in the permanent employment of CONTRACTOR do not fall under any Wage Classification. A supervisor/foreman who is not exempt under 29CFR Part 541 and who spends more than a substantial amount of time (20 percent) in a given workweek as a laborer or mechanic must be paid the applicable Wage Rate for the classification of work performed for all hours engaged in such work as a laborer or mechanic.

Wage rates shall be posted by CONTRACTOR at site(s) of Work in prominent, easily accessible places where they can be seen by all workers. The following shall also be posted by the CONTRACTOR: City of Austin wage contact posters (English and Spanish), City of Austin Equal Employment Opportunity posters (English and Spanish), Workers' Compensation Notice (English and Spanish), Texas Payday Law (English and Spanish), City Rest Break Ordinance (English

and Spanish), City of Austin Non-Discrimination Statement (related to Title VI of the Civil Rights Act), and Federal Notices, as appropriate.

C. Overtime Requirements

No CONTRACTOR, Subcontractor, or Sub-subcontractor contracting for any part of contract Work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such Work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times their basic rate of pay for all hours in excess of forty hours in such workweek.

Overtime wages must be calculated using the Adjusted Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher.

II. Apprentices

Locally & Federally Funded Projects

The terms journeyman and apprentice apply to both union and independent workers, and are not intended to imply that these positions are union workers only.

Apprentices and Trainees will be permitted to work as such only when they are registered, individually, under a bonafide Apprenticeship or Trainee program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of Apprentices or Trainees to journeymen in any craft classification shall not be greater than the ratio permitted to CONTRACTOR as stated in the registered apprenticeship program standards. Any employee listed on a payroll at an Apprentice or Trainee wage rate, who is not registered as above, shall be paid the wage rate provided in Contract for Work employee actually performed. CONTRACTOR, Subcontractor, or Sub-subcontractor shall furnish to OWNER written evidence of registration of his program for Apprentices and Trainees as well as of the appropriate ratios and wage rates, for the area of construction **prior** to using any Apprentices or Trainees on this Contract.

III. Withholding of Payments

OWNER may withhold or cause to be withheld from CONTRACTOR as much of the accrued payments as necessary to pay laborers and mechanics employed by CONTRACTOR, Subcontractors, or Sub-subcontractors the amount of wages required to comply with the Contract. In the event of nonpayment of wages to laborers or mechanics working on the site of the Work of this Contract, OWNER may, after Written Notice to CONTRACTOR, take such action as may be necessary to cause suspension of any further payments or advance of funds to CONTRACTOR until such violations have ceased and until restitution has been made. Payments may also be withheld if CONTRACTOR fails to maintain weekly payroll reports or fails to provide copies in a timely manner upon request of Owner.

IV. Payrolls

A. CONTRACTOR shall keep records showing:

1. the name, address and occupation of each worker employed by the CONTRACTOR or subcontractor(s) in the construction of the public work.
 2. the actual per diem wages paid to each worker.
 3. Employee Certification. CONTRACTOR, all levels of Subcontractors shall identify in writing, the classification agreed to by all laborers and mechanics employed by them in the execution of the Contract, and pay not less than rates specified in the attached Wage Rate Determination(s). Contractor shall prepare a completed form for the signature of Employee and a witness shall sign the form in the presence of Employee. If work performed by worker is different than the trade classification agreed upon, the worker shall be paid for that work no less than the minimum prevailing wage for that specified trade.
 4. Payroll Deduction Authorization Form. CONTRACTOR, Subcontractor, and Subsubcontractor shall prepare for employee signature a payroll deduction authorization form to identify all payroll deductions excluding those required by statute, such as federal income taxes, medicare and social security.
- B. The record shall be open at all reasonable hours to inspection by the officers and agents of the Owner as requested. CONTRACTOR will be responsible to provide copies of records as requested by the Owner within two (2) working days. Payrolls relating to this Work shall be maintained during term of Contract and preserved for a period of three (3) years thereafter by CONTRACTOR for all laborers and mechanics working on the Work.
- C. A Statement of Compliance, a letter signed and dated by party responsible for supervising the payment of persons employed by CONTRACTOR or subcontractor shall accompany payrolls required by Owner. The Statement of Compliance letter shall identify but is not limited to:
1. name of signatory party and title,
 2. name of project, payroll period and
 3. name of CONTRACTOR or Subcontractor.
- The signed letter attests that the payroll complies with 29CFR issued by the Secretary of Labor.
- D. Federal Funding
- In the event that federal funding is used:
1. Contractor and all levels of Subcontractors shall submit weekly certified payroll reports and signed wage compliance statements to the Owner's designated office no later than seven (7) calendar days after the scheduled payday.

2. Contractors and all levels of Subcontractors shall pay all “mechanics and laborers” not less often than once per week, for work performed the previous week.
3. Submit to the Owner’s designated office Standard Form 1413, Statement and Acknowledgement, from each subcontractor prior to the subcontractor performing work on the project.

V. Noncompliance

According to Chapter 2258 Texas Government Code Title 10A, a CONTRACTOR or subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

Confirmed Disciplinary action taken by CONTRACTOR against employees who provide information during an interview or investigation by the Owner on wages received, may result in suspension or debarment from consideration of award of City contracts.

VI. Area Practice

- A. Heavy and Highway Construction Rates shall be used on this Project, unless the Project consists primarily of Building Construction and Building Construction Rates are to be used.
 1. Building Construction consists generally of all aspects of construction of buildings, which are sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies, including without limitation the installation of utilities and equipment, both above and below grade level, as well as incidental demolition, grading, utilities, paving and other site work. Buildings need not be “habitable” to be classified as Building Construction and the installation of heavy machinery and/or equipment will not generally change a Building Construction project’s classification.
 2. The determination of Building Construction Wage Rates includes all construction trades and work necessary to complete a building, regardless of the number of contracts involved, so long as all such contracts are closely related in purpose, time and place.
- B. For projects that involve both Building Construction and Heavy and Highway trades, the following classifications shall be used:
 1. A multiple classification shall be used if Building Construction items are more than 20% of the Heavy and Highway project cost.
 2. A multiple classification shall be used if Heavy and Highway Construction items are more than 20% of the Building Construction Project cost.
- C. Split classifications/multiple wage rate schedules: When construction work requires that an employee perform work under multiple classifications or multiple wage scales, the employer must pay that worker (at least) the

highest prevailing wage or the employer payroll records must accurately set forth the times spent performing the work of each classification and under each scale. For those projects that involve both Building Construction and Heavy and Highway trades, the Heavy and Highway wage rates may only be applied to workers when engaged in site work at least five (5) feet beyond the building.

VII. Texas Open Records Act

Unless covered by an exception to mandatory disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code, any and all documents submitted to the City of Austin become Public Records and are, therefore, subject to public disclosure.

Wage Rates For This Project Are Attached

End

Bidding Requirements, Contract Forms Conditions of the Contract
WAGE RATES AND PAYROLL REPORTING
 Section 00830BC

WAGE RATE DETERMINATION

BUILDING CONSTRUCTION TYPE

COUNTY NAME : TRAVIS

Wages based on DOL Prevailing Wage Rate General Decision:TX160323 8/26/2016 TX323 and City of Austin Ordinance #20160324-015

DOL Rate column is for information only. The Total Minimum Wage Rate is derived from the Adjusted Wage Rate Required pursuant to City Ordinance plus the DOL Fringes and can be met using any combination of cash and non-cash qualified fringe benefits, provided the cash component is at least \$13.50/hour.

CLASSIFICATION	DOL RATE for info only	ADJUSTED WAGE RATE REQUIRED pursuant to City Ordinance	DOL FRINGES	TOTAL MINIMUM WAGE RATE REQUIRED
Asbestos Worker/Heat & Frost Insulator (Duct, Pipe, and Mechanical System Insulation)	\$ 21.57	\$ 21.57	\$ 10.02	\$ 31.59
Boilermaker	\$ 23.14	\$ 23.14	\$ 21.55	\$ 44.69
Bricklayer	\$ 20.07	\$ 20.07	\$ -	\$ 20.07
Carpenter	\$ 20.75	\$ 20.75	\$ 7.30	\$ 28.05
Carpenter (Acoustical Ceiling Installation only)	\$ 14.00	\$ 14.00	\$ -	\$ 14.00
Carpenter (Form Work Only)	\$ 15.62	\$ 15.62	\$ 0.05	\$ 15.67
Cement Mason/Concrete Finisher	\$ 15.71	\$ 15.71	\$ -	\$ 15.71
Drywall Finisher/Taper	\$ 17.06	\$ 17.06	\$ 4.43	\$ 21.49
Drywall Hanger and Metal Stud Installer	\$ 17.47	\$ 17.47	\$ 3.45	\$ 20.92
Electrical Installer (Sound and Communication Systems, Excluding Wiring)	\$ 18.00	\$ 18.00	\$ 2.30	\$ 20.30
Electrician (Excludes Installation of Sound and Communication Systems)	\$ 27.15	\$ 27.15	\$ 7.88	\$ 35.03
Elevator Mechanic <5 years experience	\$ 37.76	\$ 37.76	\$ 32.25	\$ 70.01
Elevator Mechanic >5 years experience	\$ 37.76	\$ 37.76	\$ 33.01	\$ 70.77
Floor Layer (Carpet)	\$ 21.88	\$ 21.88	\$ -	\$ 21.88
Glazier	\$ 12.83	\$ 13.50	\$ -	\$ 13.50
HVAC Mechanic (HVAC Unit Installation Only)	\$ 23.78	\$ 23.78	\$ 6.89	\$ 30.67
Ironworker, Ornamental	\$ 23.02	\$ 23.02	\$ 6.35	\$ 29.37
Ironworker, Reinforcing	\$ 12.27	\$ 13.50	\$ -	\$ 13.50
Ironworker, Structural	\$ 20.73	\$ 20.73	\$ 5.24	\$ 25.97
*Lead Paint or Asbestos Abatement Worker	*	\$ 13.50	\$ -	\$ 13.50
Laborer, Common or General	\$ 11.44	\$ 13.50	\$ -	\$ 13.50
Laborer, Mason Tender - Brick	\$ 12.22	\$ 13.50	\$ -	\$ 13.50
Laborer, Mason Tender - Cement/Concrete	\$ 11.85	\$ 13.50	\$ -	\$ 13.50
Laborer, Pipelayer	\$ 12.45	\$ 13.50	\$ -	\$ 13.50
Laborer, Roof Tearoff	\$ 11.28	\$ 13.50	\$ -	\$ 13.50

Operator, Backhoe/Excavator/Trackhoe	\$ 19.43	\$ 19.43	\$ 3.49	\$ 22.92
Operator, Bobcat/Skid Steer/Skid Loader	\$ 13.00	\$ 13.50	\$ -	\$ 13.50
Operator, Bulldozer	\$ 14.00	\$ 14.00	\$ -	\$ 14.00
Operator, Crane	\$ 34.85	\$ 34.85	\$ 9.85	\$ 44.70
Operator, Drill	\$ 14.50	\$ 14.50	\$ -	\$ 14.50
Operator, Forklift	\$ 16.64	\$ 16.64	\$ 6.26	\$ 22.90
Operator, Grader/Blade	\$ 19.30	\$ 19.30	\$ -	\$ 19.30
Operator, Loader	\$ 14.00	\$ 14.00	\$ -	\$ 14.00
Operator, Mechanic	\$ 18.75	\$ 18.75	\$ 5.12	\$ 23.87
Operator, Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	\$ 16.03	\$ -	\$ 16.03
Operator, Roller	\$ 11.25	\$ 13.50	\$ -	\$ 13.50
Painter (Brush, Roller, and Spray, Excludes Drywall Finishing/Taping)	\$ 18.76	\$ 18.76	\$ 6.35	\$ 25.11
Pipefitter (Including HVAC Pipe Installation)	\$ 28.03	\$ 28.03	\$ 12.43	\$ 40.46
Plumber, Excludes HVAC Pipe Installation	\$ 23.57	\$ 23.57	\$ 6.37	\$ 29.94
Roofer	\$ 12.00	\$ 13.50	\$ -	\$ 13.50
*Roofer, Metal	\$ 14.05	\$ 14.05	\$ -	\$ 14.05
Sheet Metal Worker (Including HVAC Duct Installation)	\$ 24.38	\$ 24.38	\$ 13.74	\$ 38.12
Sprinkler Fitter (Fire Sprinklers)	\$ 28.18	\$ 28.18	\$ 17.52	\$ 45.70
Tile Finisher	\$ 11.32	\$ 13.50	\$ -	\$ 13.50
Tile Setter	\$ 16.35	\$ 16.35	\$ -	\$ 16.35
Truck Driver, Dump Truck	\$ 12.39	\$ 13.50	\$ 1.18	\$ 14.68
Truck Driver, Flatbed Truck	\$ 19.65	\$ 19.65	\$ 8.57	\$ 28.22
Truck Driver, Semi-Trailer Truck	\$ 12.50	\$ 13.50	\$ -	\$ 13.50
Truck Driver, Water Truck	\$ 12.00	\$ 13.50	\$ 4.11	\$ 17.61
Waterproofer	\$ 16.30	\$ 16.30	\$ 0.06	\$ 16.36

<http://www.wdol.gov/wdol/scafiles/davisbacon/tx.html>

See below for Additional Wage Information.

Note: *Lead Paint & Asbestos Abatement and Roofer, Metal Classifications have been added to this Prevailing Wage Rate Determination pursuant to a City of Austin Prevailing Wage Survey (trades absent from DOL).

The Wage Compliance information detailed below was excerpted from DOL General Decision TX160323 or other sources.

1. Additional Trade information:

Electricians** - Including low voltage wiring for computers, fire/smoke alarms.

Elevator Mechanics*** - also must be paid for 7 holidays - New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

Welders - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added upon the advance approval of City of Austin Contract Administration. CONTRACTOR shall submit to City of Austin Contract Administration for review the classification, a bona fide definition of work to be performed and a proposed wage with sample payrolls conforming to area practice **prior** to the start of the job for that type of work.

2. Wages

The Total Wage may be met by any combination of cash wages and credible "bona fide" fringe benefits paid for by the employer. Overtime wages must be calculated using the Adjusted Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher.

City of Austin Ordinance No. 20160324-015 requires that construction workers are paid a Minimum Wage of at least \$13.50/hour. The cash portion of their compensation must meet or exceed this amount.

3. Crediting fringe benefit contributions to meet DBA/DBRA and City of Austin requirements:

The Davis-Bacon Act (and 29 CFR 5.23), list fringe benefits to be considered. Examples are:

- > Life Insurance
- > Health Insurance
- > Pension
- > Vacation
- > Holidays
- > Sick Leave

Note: The use of a truck is not a fringe benefit; a Thanksgiving turkey or Christmas bonus is not a fringe benefit. No credit may be taken for any benefit required by federal, state, or local law such as: workers compensation, unemployment compensation; or social security contributions.

Contributions to fringe benefit plans must be made regularly, e.g. daily, weekly, etc. They must be more frequent than quarterly. (see 29 CFR 5.5 (a)(1)(I)) A periodic bonus may not be counted as a fringe benefit.

4. Annualization of Benefit Costs

If a firm provides an electrician with \$200 per month medical insurance, to calculate allowable fringe benefit credit contributions per hour, the formula ([\$200 x 12 months] divided by 2080 hours = \$1.15 per hour) should be used.

5. Proper Designation of Trade

A work classification on the wage decision for each worker must be made based on the actual type of work he/she performed and each worker must be paid no less than the wage rate on the wage decision for that classification **regardless** of his or her level of skill.

6. Split Classification

If a firm has employees that perform work in more than one classification, it can pay the wage rates specified for each classification ONLY if it maintains accurate time records showing the amount of time spent in each classification. If accurate time records are not maintained, these employees must be paid the highest wage rate of all the classifications of work performed by each worker. Accurate time records tracking how many hours a worker performed the work of one trade and then switched to another trade must be accounted for on a daily basis and reflected on Employer Certified Payroll accordingly.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

ATTACHMENT A

BSD SUPPORT FACILITIES SECURITY SYSTEMS

ITEM	LOCATION DESCRIPTION	ACCESS SYSTEM MAINTENANCE	CCTV/CAMERAS MAINTENANCE	ACCESS SYSTEM INTEGRATION - FUTURE	CCTV INTEGRATION - FUTURE	BURGLAR MONITORING
1	Rutherford Lane Campus (RLC)	X	X			
2	Animal Shelter and Betty Dunkerley Campus (6 HHSD bldgs A-G)			X	X	X
3	Police Headquarters					
4	Technicenter (aka: Fire Headquarters)	X	X			X
5	ARR Transfer Station - MRF	X	X			
6	Rebekah Baines Johnson Center (RBJ)					
7	Municipal Building	X	X			X
8	Fire Station 01/EMS 06			X		
9	Fire Station 24/EMS 28	X			X	
10	Building Services Headquarters	X	X			
11	ARR Transfer Station - MRF	X	X			
12	Fire Station 07			X		
13	Fire Station 33			X		
14	Fire Station 19/EMS 08			X		
15	Fleet Acquisition - Vehicle Support Services			X	X	X
16	CTM Wireless Communication Services Bldg			X	X	X
17	EMS Station Rescue 01/Dist Cmdr s04/South Service Center					

ATTACHMENT A

BSD SUPPORT FACILITIES SECURITY SYSTEMS

ITEM	LOCATION DESCRIPTION	ACCESS SYSTEM MAINTENANCE	CCTV/CAMERAS MAINTENANCE	ACCESS SYSTEM INTEGRATION - FUTURE	CCTV INTEGRATION - FUTURE	BURGLAR MONITORING
18	Fire Station 04			X		
19	Home Depot Site	X				X
20	Joint Public Safety Training Center	X	X			X
21	PW South District Service Yard (Bldg A)			X		
22	Fire Station 25/EMS 10			X		
23	Rosewood Zaragoza			X	X	
24	South Austin Neighborhood Ctr			X	X	
25	Service Center 06	X	X			X
26	Fire Wellness / Fire Safety / OMD / EMS Clinical Practice	X				
27	Fire Station 06			X		
28	Fire Station 05	X			X	
29	Fire Station 20/EMS 02			X		
30	Arthur B. Dewitty Center	X			X	
31	Toomey Road-	X				
32	Service Center 05		X	X		
33	Fire Training Facility					
34	City Hall	X	X			

ATTACHMENT A

BSD SUPPORT FACILITIES SECURITY SYSTEMS

ITEM	LOCATION DESCRIPTION	ACCESS SYSTEM MAINTENANCE	CCTV/CAMERAS MAINTENANCE	ACCESS SYSTEM INTEGRATION - FUTURE	CCTV INTEGRATION - FUTURE	BURGLAR MONITORING
35	Fire Station 34 / EMS27			X		
36	Fire Station 38 / EMS 19			X		
37	Fire Station 36 / EMS 15			X		
38	EMS Demand 01/SWAT			X		
39	Fire Station 43 / EMS 31			X		
40	Fire Station 40 / EMS 29			X		
41	Fire Station 42 / EMS 30			X		
42	Fire Station 39 / EMS 16			X		
43	Fire Station 08 / EMS 07			X		
44	Parking Meters, mail room					
45	Fire Station 45 / EMS 34			X		
46	Fire Station 41 / EMS 35			X		
47	Fire Station 03			X		
48	HHSD Todd Lane (Vector and Rodent Control)	X	X			
49	Fire Station 44			X		
50	Fire Station 35			X		
51	Fire Station 30/ EMS 18			X		

ATTACHMENT A BSD SUPPORT FACILITIES SECURITY SYSTEMS

ITEM	LOCATION DESCRIPTION	ACCESS SYSTEM MAINTENANCE	CCTV/CAMERAS MAINTENANCE	ACCESS SYSTEM INTEGRATION - FUTURE	CCTV INTEGRATION - FUTURE	BURGLAR MONITORING
52	Fire Station 28			X		
53	Fire Station 31			X		
54	Fire Station 32			X		
55	Fire Station 29			X		
56	Fire Station 17			X		
57	Service Center 8			X	X	X
58	Fire Station 37			X		
59	Fire Station 02			X		
60	Fire Station 27/EMS Station 11			X	X	
61	ARR Todd Lane Service Center	X	X			
62	Fire Station 23/EMS 13			X		
63	EMS Station 14 / EMS Demand 02			X		
64	PW Street & Bridge Central District 3511 Manor					
65	Fire Station 15			X		
66	EMS Station 05 / Dist Cmdr 02			X		
67	Parking Enforcement/Construc. Inspection PW	X	X			X
68	Fire Station 26	X		X		

ATTACHMENT A

BSD SUPPORT FACILITIES SECURITY SYSTEMS

ITEM	LOCATION DESCRIPTION	ACCESS SYSTEM MAINTENANCE	CCTV/CAMERAS MAINTENANCE	ACCESS SYSTEM INTEGRATION - FUTURE	CCTV INTEGRATION - FUTURE	BURGLAR MONITORING
69	Fire Station 21			X		
70	Fire Station 18			X		
71	Fire Station 22/EMS 12			X		
72	EMS Station 17			X	X	
73	EMS Station 05 / Dist Cmdr 02			X		
74	EMS 33 Mueller Development			X		
75	Fire Station 16			X		
76	EMS Station 04 / Dist Cmdr 05			X		
77	Fire Station 09			X		
78	Fire Station 12			X		
79	Fire Station 11			X		
80	Radio Shop			X	X	X
81	Service Center 13 (aka Building B Service CTR/Const. Insp.)		X	X		
82	Fires Station 10			X		
83	EMS Station 36			X	X	
84	EMS Station 25			X		
85	EMS Station 21			X		

ATTACHMENT A

BSD SUPPORT FACILITIES SECURITY SYSTEMS

ITEM	LOCATION DESCRIPTION	ACCESS SYSTEM MAINTENANCE	CCTV/CAMERAS MAINTENANCE	ACCESS SYSTEM INTEGRATION - FUTURE	CCTV INTEGRATION - FUTURE	BURGLAR MONITORING
86	EMS Station 32			X		
87	EMS Station 09			X		
88	EMS Station 26			X		
89	EMS Station 22			X		
90	Connelly-Yerwood House					X
91	Fleet Administration	X	X			
92	EMS Station 34			X		
93	EMS Station 24			X		
94	EMS Station 23			X		
95	EMS Station 20			X		
96	EMS Station Rescue 03			X		
97	EMS Station 11			X		
98	EMS DEMAND 3			X		
99	Austin Public Access (Old PACT)			X		X
100	Service Center Fuel Site - Todd Lane		X			
101	Service Center Fuel Site - Harold Court		X			
102	Service Center Fuel Site - Koenig Lane		X			

Our Team Offers the Following Benefits:

- **Design, Development, Distribution, Installation, and Service of Integrated Security Systems Providing a One-Stop-Shop for all Life Safety Systems and Services.**
- **Unequaled Experience With All Aspects of Complex Security Systems, Including CCTV, Monitoring and Surveillance, Access Control, and Alerting Systems.**
- **SimplexGrinnell is a Financially Stable Corporation Formed from Simplex Time Recorder and Grinnell Fire Protection. Both Companies Have Been in Business for Over 100 Years.**
- **Our Trained Technicians Thoroughly Understand Security System Equipment and Software from Many Leading Manufacturers.**
- **SimplexGrinnell Systems Are Supported Locally by Over 150 District Offices Throughout North America and by SimplexGrinnell's Corporate Resources.**
- **Our Local Austin, TX District Office includes:**
 - **Full-Time Employees**
 - **Factory Trained Service Technicians**



Our Organization Has Supported Fire Safety Systems for Many Years

tyco
Integrated Fire & Security

1608 Royston Lane, Bldg 1, Round Rock, TX 78664
www.tycosimplexgrinnell.com

City Of Austin, Texas
**Security System Inspection, Maintenance,
Monitoring, and Repair Services**
Solicitation No: 7500 JRD0034
Executive Summary



SimplexGrinnell BE SAFE.

**Submitted by
SimplexGrinnell**

- “Our organization has been providing Security Management Systems for many decades. Our team’s expertise and knowledge of various types of security products, codes and applied solutions as well as customized customer service will ensure that the City of Austin, Texas receives high quality support.”
Aaron Saak, Vice President and General Manager of Tyco SimplexGrinnell

- “SimplexGrinnell understands the importance of this critical service contract. We have the required personnel, expertise, and resources and have also demonstrated our ability to deliver high quality services.”
Jim Madson – SimplexGrinnell Vice President Strategic Sales and Business Development

- Our team has the personnel, expertise and capability to deliver security systems inspection and maintenance service to all your locations."
Jeff Jackman – SimplexGrinnell Southeast Region Director

- “Our team understands that the City of Austin has a critical need for a Security Management System. Our team is positioned to provide total security solutions and capabilities.”
Mike Brant, SimplexGrinnell Area General Manager, Texas & Oklahoma Area

- “SimplexGrinnell's local consulting, contracting, and service capabilities are well positioned to continue to support a value rich partnership with City of Austin, Texas. Our team is able to provide complete security system solutions.”
Dwain Deiterman, SimplexGrinnell Electronic Systems Sales Rep, Austin, Texas

Executive Summary for:

City Of Austin, Texas
Security System Inspection, Maintenance,
Monitoring, and Repair Services
Solicitation No: 7500 JRD0034

Submitted to:

Mr. Jonathan Dalchau
City of Austin, Municipal Building
Purchasing Office-Response Enclosed for
Solicitation # JRD0034
124 W 8th Street, Rm 308
Austin, Texas 78701

Date:

October 13, 2016 @ 2:00 PM CST

Submitted by:



1608 Royston Lane, Bldg 1
Round Rock, TX 78664

Contact Name and Phone Number:

Name: Mr. Dwain Deiterman

Phone:(254) 640-1240

Email: ddeiterman@simplexgrinnell.com

SimplexGrinnell Corporate Address:



50 Technology Drive
Westminster, MA 01441

The data contained in all pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to SimplexGrinnell as a result of or in connection with the submission of this proposal, the City Of Austin, Texas shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not restrict the City Of Austin, Texas's right to use or disclose data obtained without restriction from any source, including SimplexGrinnell.

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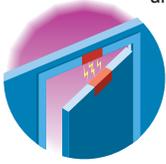
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SimplexGrinnell™ Services

One Company. One Call. Total Protection.

Your **INTRUSION SYSTEM** is vital to protecting employees and property against unwelcome visitors. An inspection, testing and maintenance program from SimplexGrinnell will ensure optimum system performance. Our services, which include testing glass-break sensors, cleaning the optics of motion sensors and realigning magnetic door sensors, help keep your facilities safe.



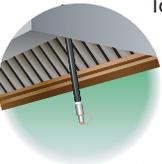
AUTOMATIC SPRINKLERS can minimize property damage and save lives. SimplexGrinnell's comprehensive Sprinkler System Testing and Inspection program is based on NFPA Codes 25 and 13, keeping you in compliance with insurance and fire codes. SimplexGrinnell specialists will test and inspect your sprinkler system to detect problems and fully document the results – before potential failures affect your safety.



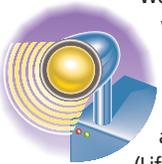
SPECIAL-HAZARD FIRE SUPPRESSION SYSTEMS protect the key assets and resources that make your business successful. From computer rooms to fuel-pump islands, rare documents to manufacturing equipment, SimplexGrinnell experts test all elements of special-hazard fire suppression systems and recommend maintenance and improvements.



Today's high-temperature appliances make **KITCHEN-FIRE SUPPRESSION SYSTEMS** essential. Our semi-annual, 21-point assessment will keep you up-to-date on ever-changing requirements, keep your personnel safe and prevent loss and damage. A specially trained SimplexGrinnell professional inspects all elements of these important safety devices.



We'll help make sure your **EMERGENCY LIGHTS** work when you need them. At SimplexGrinnell, our emergency lighting service goes far beyond the simple "button test." We'll thoroughly test and inspect your entire system to ensure proper operation. All SimplexGrinnell tests and inspections are in accordance with NFPA 101 (Life Safety Code).



SimplexGrinnell can optimize the operations and quality of your sound and **COMMUNICATIONS** infrastructure. Whether it's a building intercom or SimplexGrinnell-installed PBX telephony system, our trained technicians will provide superior sound enhancement, multimedia distribution and other custom services to keep your communications clear.



ACCESS CONTROL is vital to security and productivity. If the access control system is down, no one gets in the building and work time is wasted. Hundreds of organizations use SimplexGrinnell services to ensure uninterrupted access to their facilities – and only by authorized personnel.



Our **MONITORING SERVICE** gives you the ultimate peace of mind: around-the-clock electronic surveillance of your facilities. We're the only national UL-listed service with a total focus on commercial facilities. First, we'll integrate your safety systems with our Central Monitoring Station, the industry's most advanced. Then, we'll monitor your building 24/7. In an emergency, SimplexGrinnell will notify authorities, guide emergency personnel to the scene and keep you informed. We'll even initiate your emergency action plan.



Keep everyone in your facility healthy and safe with our certified test for **BACKFLOW FLOW PREVENTION SYSTEMS**. Careful, regular inspection assures that backflow prevention devices operate correctly to protect potable water. SimplexGrinnell experts flag any deterioration in valves, piping, hangers, drains, test ports and related equipment.



Your **FIRE ALARM SYSTEM** may look fully operational but still malfunction in an emergency. SimplexGrinnell Fire Alarm Testing and Inspection exposes and resolves potential problems before your building and your people are put at risk. Control panels, pull stations, smoke detectors, horns – our specialists will keep them all in perfect shape.



CCTV SYSTEMS must be inspected regularly to ensure the highest levels of uptime and availability. SimplexGrinnell provides a complete range of service and maintenance options for installed video surveillance equipment and security technologies, right down to cleaning the VCR heads. By optimizing the performance of your security equipment, you'll help protect your people and property against intruders, fraud and vandalism.



Imagine grabbing a **FIRE EXTINGUISHER**, pointing it at a fire – and nothing happens. That's the danger if an extinguisher goes too long without maintenance. Fortunately, SimplexGrinnell's trained specialists can regularly inspect and maintain your extinguishers. So when you need them, they'll be ready.



When fire strikes, be sure you have the water pressure to strike back. SimplexGrinnell experts use special technology to inspect **AUTOMATIC FIRE PUMPS**, reporting deficiencies and recommending corrective action. Regular inspections, required by local, state and federal codes, can save lives and property in an emergency.



If there's a fire, **SMOKE DETECTORS** are your first line of defense. So keeping your detectors in perfect condition is vital to any safety strategy. SimplexGrinnell's world-class Smoke Detector Maintenance Program offers multiple service levels, including testing, cleaning, sensitivity testing, replacement and stock supply. This comprehensive approach helps keep your detectors fully operational and minimizes false alarms.





SimplexGrinnell Offers the Following Advantages:

- **Wide Range of Access Control Experience in Both New and Existing Buildings.**
- **Our Organization is a Premier Systems Integrator of a Wide Range of Security Brands.**
- **Extensive Expertise as a Designer, Manufacturer, Installer and Service Provider.**
- **Industry Leader In Access Control and Security for the Past 25 Years.**
- **Long Term Commitment For Ongoing Support.**
- **SimplexGrinnell Serves More Than 2 Million Clients Annually. We Have the Personnel, Experience, and Expertise to Provide State-of-the-Art Equipment, Installation, Training & Service.**
- **We Operate Over 120 Company Owned Offices Throughout North America.**



Our Organization Has
Supported the
Area for Many Years

1608 Royston Lane, Bldg 1
Round Rock, TX 78664
www.tycosimplexgrinnell.com

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Jonathan Dalchau	PM Name/Phone	David Lothery / 512-974-9074
Sponsor/User Dept.	Building Services	Sponsor Name/Phone	Taylor Youngblood / 512-974-3519
Solicitation No	IFB JRD0034	Project Name	Security Systems M&R
Contract Amount	\$3,275,000	Ad Date (if applicable)	9/26/2016
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – Design Build <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> AD – JOC <input type="checkbox"/> IFB – Construction <input type="checkbox"/> IFB – IDIQ <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> PS – Rotation List <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> Ratification <input type="checkbox"/> Sole Source*			
Provide Project Description**			
This solicitation will provide inspection, maintenance, and repair services, that will include the installation of replacement, new, or temporary equipment for security access control systems and closed-circuit television monitoring systems at City Hall and BSD supported facilities around the City.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
NA110000029 & NA130000041 - No Goals were established on this contract			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
93673 (65%), 68002 (35%)			
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption
 **Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	9/14/2016	Date Assigned to BDC	9/14/2016
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

<input type="checkbox"/> Insufficient availability of M/WBEs	<input type="checkbox"/> No availability of M/WBEs
<input checked="" type="checkbox"/> Insufficient subcontracting opportunities	<input type="checkbox"/> No subcontracting opportunities
<input type="checkbox"/> Sufficient availability of M/WBEs	<input type="checkbox"/> Sufficient subcontracting opportunities
<input type="checkbox"/> Sole Source	<input type="checkbox"/> Other

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

There are 4 MBE's and 4 WBE's available.

Subcontracting Opportunities Identified

Limited subcontracting opportunities identified.

Counselor Name	
SMBR Staff	Signature/ Date  9/21/16
SMBR Director or Designee 	Date 9.21.16
Returned to/ Date:	